UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

Plaintiff

V.

FRANCIS ORTIZ FORNES, DENNIS J.
ORTIZ FORNES, WILLIAM ORTIZ
FORNES, JOSE A. ORTIZ CASIANO,
LUIS G. ORTIZ CASIANO,
GUILLERMINA ORTIZ CASIANO, and
PEDRO J. ORTIZ AVILES, as known
members of the Estate of PEDRO
ORTIZ CORDERO; JOHN DOE and
RICHARD ROE as unknown members
of the Estate above-mentioned

Defendants

CIVIL NO.

Foreclosure of Mortgage; Collection of Money

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- Jurisdiction of this action is conferred on this Court by 28
 U.S.C. Section 1345.
- 2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized

and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of six (6) promissory notes that affect the five (5) properties described further below.

- 3. The first promissory note was subscribed for the amount of \$16,000.00, with annual interest of 5%, on May 20, 1975. See Exhibit 1.
- 4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 63. See Exhibit 2.
- 5. The note for \$16,000.00 was modified on September 3, 1985, to the amount of \$6,184.39, under the terms and conditions stipulated and agreed therein, through Deed No. 146. See Exhibit 3.
- 6. Plaintiff is also the owner and holder of a promissory note for the amount of \$40,000.00, with annual interest of 12 1/4%, subscribed on April 15, 1981. See Exhibit 4.
- 7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 162. See Exhibit 5.

- 8. Loan for \$40,000.00 was modified on two occasions. Last modification occurred on January 18, 1991, to the amount of \$54,285.88, as per Deed 3. See Exhibit 6.
- 9. Plaintiff is also the owner and holder of a promissory note for the amount of \$5,000.00, with annual interest of 5%, subscribed on June 4, 1986. See Exhibit 7.
- 10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 88. See Exhibit 8.
- 11. Loan for \$5,000.00 was modified to the amount of \$5,112.75, as per Deed 3 executed on January 18, 1991. See Exhibit 6.
- 12. Plaintiff owns and holds of a promissory note for the amount of \$21,000.00, with annual interest of 4.5%, subscribed on March 23, 1987. See Exhibit 9.
- 13. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 42. See Exhibit 10.
- 14. Loan for \$21,000.00 was modified to the amount of \$15,078.85, as per Deed 3 executed on January 18, 1991. See Exhibit 6.
- 15. Plaintiff is the owner and holder of a promissory note for

- the amount of \$30,000.00, with annual interest of 9.5%, subscribed on April 25, 1989. See Exhibit 11.
- 16. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 9. See Exhibit 12.
- 17. Loan for \$30,000.00 was modified to the amount of \$30,980.24, as per Deed 3 executed on January 18, 1991. See Exhibit 6.
- 18. Finally, plaintiff is the owner and holder of a promissory note for the amount of \$15,500.00, with annual interest of 5.25%, subscribed on February 19, 1986. See Exhibit 13.
- 19. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 29. See Exhibit 14.
- 20. Loan for \$15,500.00 was modified as per Deed 3 executed on January 18, 1991. See Exhibit 6.
- 21. According to the Property Registry -and to Deed 110, executed on May 19, 1984- PEDRO ORTIZ CORDERO is the owner of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish-as follows:

a. RUSTICA: Situada en el Barrio Naranjales de Las Marías, compuesta de cincuenta y una cuerdas más o menos, equivalentes a veinte hectáreas, cuatro áreas y cincuenta centiáreas. En lindes por el NORTE, con terrenos de Andrés Massari, los de Nicanor Bayron y los de Julio Vincenty; por el ESTE, con terrenos de Nicanor Bayron y los de Francisco Marrero; por el SUR, con terrenos de Francisco Marrero y los de Miguel Esteves; y por el OESTE, con terrenos de Miguel Esteves y Julio Vincenty.

Enclava en esta finca una casa de madera, zinc y cemento de una sola planta destinada a vivienda; una casa almacén de concreto; casa de máquina con su motor; dos casas de arrimados; una casilla de madera y zinc y un acueducto de agua con su motor e instalación de luz.

Según el Registro esta finca una vez mensurada resultó con una cabida de cincuenta y tres cuerdas con tres céntimos, equivalentes a veinte hectáreas, ochenta y cuatro áreas, veintiocho centiáreas y cincuenta y ocho miliáreas.

Property 581, recorded at page 190 of volume 86 of Las Marías, Property Registry of San Sebastián, Puerto Rico.

See Title Search attached as Exhibits 15 and 16.

b. RÚSTICA: Radicada en el barrio Maricao Afuera del término municipal de Maricao, Puerto Rico, compuesta de: diez cuerdas de terreno (10.00 cdas.) equivalentes a tres hectáreas, noventa y tres áreas, tres centiáreas, noventa miliáreas de terreno, en lindes al NORTE, con la finca principal de la cual se segregó; al SUR, con la Sucesión Oms, hoy, antes César Gómez; ESTE, con la Sucesión de Benigno Ramírez; y al OESTE, con la carretera número ciento veinte (120) que de Mayagüez conduce al barrio Maricao Afuera de Maricao.

Property 1,732, recorded at page 240 of volume 66 of Maricao, Property Registry of San Germán, Puerto Rico.

See Title Search attached as Exhibits 17.

c. RUSTICA: Parcela de terreno marcado con el número doce (12) del caso C-mil trescientos ochenta y dos (C-1382) radicada en el Barrio Furnias del término municipal de Las Marías, Puerto Rico, compuesta de tres cuerdas de terreno, equivalentes a una hectárea, diecisiete áreas, noventa y una centiáreas y mil ochocientos sesenta y ocho diez milésimas de otra, en

lindes por el NORTE, con las parcelas números once (11) y diecisiete (17); por el SUR, con la parcela número cinco (5) y seis (6) y trece (13); por el ESTE, con la parcela trece (13) y diecisiete (17); y por el OESTE, con la parcela seis (6) y once (11).

Dentro de la parcela se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y maderas del país, con divisiones interiores de tosca y cemento con frente de treinta y tres pies por doce pies de fondo, construida por la P.R.R.A.

Property 2,200, recorded at page 174 of volume 71 of Las Marías, Property Registry of San Sebastián, Puerto Rico.

See Title Search attached as Exhibits 18.

d. RÚSTICA: Parcela de terreno del caso C-mil ocho cientos treinta y cinco (C-1835) radicada en el Barrio Palma Escrita de Las Marías, Puerto Rico, con una cabida superficial de: tres cuerdas de terreno, equivalentes a 1 hectárea, 17 áreas, 91 centiáreas y 1868 diezmilésimas de otra, marcada con el número Dos (2), lindante por el: NORTE, con una quebrada; al SUR, con un Eugenio Orsini y la parcela número cuatro (4); por el ESTE, con Eugenio Orsini y terrenos de la Puerto Rico Reconstruction Administration; y por el OESTE, con la parcela número uno (1). Contiene y le pertenece una casa de tosca, cemento y maderas, con divisiones interiores de tosca y cemento, con un frente de treinta y tres pies por doce pies de fondo construida por la P.R.R.A.

Property 1,679, recorded at page 200 of volume 53 of Las Marías, Property Registry of San Sebastián, Puerto Rico.

See Title Search attached as Exhibits 19.

e. RÚSTICA: Parcela de terreno número uno (1) del caso número C-mil ochocientos treinta y cinco (C-1835) radicada en el Barrio Palma Escrita del término municipal de Las Marías, Puerto Rico, compuesta de: tres cuerdas de terreno, equivalentes a una hectárea, diecisiete áreas, noventa y una centiáreas y mil ochocientos sesenta y ocho diezmilésimas de centiáreas, colinda por el NORTE, con una quebrada; por el SUR, con las parcelas número dos y tres; al ESTE, con la parcela numero dos (2); y al OESTE, con una quebrada. Dentro de la parcela descrita se encuentra enclavada una casa de tosca, cemento y

madera, con divisiones interiores de tosca y cemento con un frente de 33 pies y 12 pies de fondo construida por P.R.R.A.

Property 2,136, recorded at page 38 of volume 69 of Las Marías, Property Registry of San Sebastián, Puerto Rico.

See Title Search attached as Exhibits 20.

- 22. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibits 16-20.
- 23. PEDRO ORTIZ CORDERO passed away on May 8, 2000. Exhibit 21.
- 24. By information and belief, the known members of the Estate of PEDRO ORTIZ CORDERO are the following individuals:
 - (a) FRANCIS ORTIZ FORNES;
 - (b) DENNIS J. ORTIZ FORNES;
 - (c) WILLIAM ORTIZ FORNES;
 - (d) JOSE A. ORTIZ CASIANO;
 - (e) LUIS G. ORTIZ CASIANO;
 - (f) GUILLERMINA ORTIZ CASIANO, and;
 - (g) PEDRO J. ORTIZ AVILES.
- 25. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estate mentioned before.
- 26. According to *P.R. Laws Ann.*, Article 1,578, (Sec. 11,021), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.

 If no answer is received within said period, their

- participation shall be deemed as accepted.
- 27. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
- 28. On December 16, 2014, codefendant WILLIAM ORTIZ FORNES obtained a discharge through case 10-02266(EAG). Thus, plaintiff will not pursue a collection of money action against this heir, claiming an In Rem cause of action, exclusevely, as to this heir. See Exhibit 22.
- 29. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff -with the exception of William Ortiz Fornes- according to the Certification of Indebtedness included herein as Exhibit 23, the following amounts, as to July 21, 2020:
 - a) On the \$16,000.00 Note, as modified:
 - 1) The sum of \$2,596.39, of principal;
 - 2) The sum of \$2,338.13, of interest accrued, and

- thereafter until its full and total payment, which interest amount increases at the daily rate of \$.3556;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- b) On the \$5,000.00 Note, as modified:
 - 1) The sum of \$4,640.89, of principal;
 - 2) The sum of \$5,091.39, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$.6357;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- c) On the \$15,500.00 Note, as modified:
 - 1) The sum of \$14,405.63, of principal;
 - 2) The sum of \$15,851.90, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.9734;
 - 3) Plus, insurance premium, taxes, advances, late

charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

- d) On the \$21,000.00 Note, as modified:
 - 1) The sum of \$4,403.32, of principal;
 - 2) The sum of \$4,313.66, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$.5429;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- e) On the \$40,000.00 Note, as modified:
 - 1) The sum of \$50,400.25, of principal;
 - 2) The sum of \$56,186.96, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$6.9042;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- f) On the \$30,000.00 Note, as modified:

- 1) The sum of \$14,931.61, of principal;
- 2) The sum of \$16,536.73, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$2.0454;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- 30. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
- 31. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the defendants since we could not found their social security numbers.

VERIFICATION

- I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
 - 1) My name and personal circumstances are stated above;

- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 7 day of January, 2021.



Digitally signed by JACQUELINE LAZU
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JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party -with the exception of William Ortiz Fornes- pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under this complaint, said defendant party -with the exception of William Ortiz Fornes- be adjudged to pay to the United States the total amount of money remaining unsatisfied, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
 - e) That if the proceeds of said sale exceed the sum of

money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

- f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;
- g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on January 7, 2021.

/s/ Juan Carlos Fortuño Fas JUAN CARLOS FORTUÑO FAS USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P. P.O. BOX 3908
GUAYNABO, PR 00970
TEL. 787-751-5290

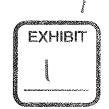
FAX. 787-751-6155

Email: dcfilings@fortuno-law.com

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 1 of 16

FmHA Form 440-16 (S) Pk (Rev. 11-13-73)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE



TYPE OF LOAN Type: FO

STATE: PUERTO RICO OFFICE: MAYAGUEZ CASE NUMBER: 63-18-0

Date: MAY 20, 1975

FOR VALUE RECEIVED, the undersigned (whether one or more persons, hereinafter referred to as the "Borrower"), jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), at its offices in MAYAGUEZ, PUERTO RICO, the principal sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00), plus interest on the unpaid principal of FIVE PERCENT (5 %) PER ANNUM. Said principal and interest shall be paid in 31 installments on or before the following dates:

\$495.34 on JANUARY FIRST, 1976, and \$1,041.00 on the FIRST of every JANUARY of EACH YEAR thereafter until PRINCIPAL and INTEREST are fully paid, except for the FINAL INSTALLMENT of this debt, unless it is paid previously, shall be due and PAYABLE THIRTY (30) YEARS from the DATE of this PROMISSORY NOTE. These provisions shall support any agreement modifying the previous schedule of payments.

Every payment made on any debt represented by this promissory note shall be applied first to interest computed on the effective date of the payment, and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein.

FmHA Form 440-16 (S) PR (Rev. 11-13-73)

Borrower agrees that the Government at any time may pregetiate this promissory note and insure the payment thereof, and in su case, though the note is not held by the lovernment, Borrower shall continue to make principal and interest payments to the Government, as collection agent for the

holder, as specified herein.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on a quarterly payment basis or on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his current needs at reasonable rates and terms, taking into consideration prevailing rates and terms from private and cooperative sources in or near his community for loans with similar purposes and time periods, and that the loan herein described shall be used solely for purposes authorized by the

Government.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan herein described shall not be voluntarily leased, surrendered, sold, transferred, or mortgaged, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower: (a) will personally manage said property with his family, as a farm if this is a Farm Owner (FO) loan, or: (b) will personally occupy and use said property if this is a Rural Housing (RH) loan for an ancestral home, or in case of a Section 504 Rural Housing loan.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares. This paragraph and the preceding paragraph shall not apply to any co-debtor signing this note pursuant to section 502 of the Housing Act of 1949, to compensate for deficient repayment ability of other undersigned person(s).

DEFAULT: Failure to pay any debt described herein, or failure to comply with any condition or agreement shall constitute default under any other instrument describing a Borrower's debt insured or guaranteed by the Government, or in any other way related to such debt; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and

payable immediately.

This note is granted as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmers Home Administration Act of 1961 if the section named "FO", "FO-NFE", "RL" or "SW Ind)" herein has been marked under the title "TYPE OF LOAN"; or pursuant to the Title V of the Housing Act of 1949 if the section named "RH", "RRH" or "LH" in the box mentioned above has been marked. This note is subject to present Farmers Home Administration regulations and to any future regulations, which are not inconsistent with the provisions herein described.

Presentation, protest, and notice are hereby expressly waived.

Borrower's mailing address BOX 62, SAN GERMAN P.R. 00753	[Signature] Ramon S. Vicens Dejardino (BORROWER) [Signature]
(SPOUSE)	Isabel A. Torres
Pay to the order of	
	UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION
	Ву:
	(Position)

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 3 of 16

The amount of this promissory note and the mortgage securing it, was 2-amortized on September 3 1985 and it had an unpaid balance as of \$6,184.39 with interest at the annual rate of 5 %, which will accrue interests at the annual rate of 5% and it shall be paid as follows:

\$497.00 on or before January first of 1986 and

\$497.00 on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be paid on or before January first of the year 2005, pursuant to deed number one hundred forty-six (146), executed on September 3, 1985 in presence of the notary Ramon Rafael Lugo Beauchamp.

In Lares, Puerto Rico on September 3, 1985.

[Signature] RAMON RAFAEL LUGO BEAUCHAMP [SEAL]

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this CAPDE

24th day of April of 2007

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 4 of 16

ARTAMENTO DE AGRICULTURA DE ESTADA INIDOS

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Posición 2

del Prestatario de pagar los restantes plazos según se especifican en el mismo.

Forma FmHA 440-16(S) PR Rev. 11-13-73

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 5 of 16

El Prestatario conviene en que el Gobierno en cualquier momento podrá negociar este jagaré y asegurar el pago del mismo, y en tal caso, aunque el Gobierno no sea el tenedor de dicho pagaré, el Prestatario continuará haciendo los pagos de principal e intereses al Gobierno, como agente cobrador del tenedor, según se especifican en éste.

Si este pagaré está en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán a opcion del Gobierno, ser remitidos por el Gobierno prontamente al tenedor, o excepto para el pago final que podrá ser retenido por el gobierno y remitido al tenedor a base de pagos trimestrales o a base del plazo anual. La fecha efectiva de los pagos adelantados retenidos y remitidos por el Gobierno al tenedor a base de plazo anual sera la fecha del pago adelantado por el Prestatario y el Gobierno pagará al tenedor los intereses que se devenguen sobre dicho pago desde la fecha efectiva hasta la fecha consignada en el cheque del Tesoro remitido al tenedor.

El Prestatario, por la presente certifica que no puede obtener crédito suficiente de otras fuentes para financiar sus necesidades actuales a un tipo de interés y términos razonables, tomando en consideración los tipos y términos prevalecientes de fuentes privadas y cooperativas en o cerca de su comunidad, para préstamos con períodos de tiempo y propositos similares, y que el

prestamo aqui evidenciado se usará solamente para piopósitos autorizados por el Gobierno:

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el prestamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobiemo. A menos que el Gobiemo consienta lo contrario por escrito, el Prestatario (a) operará personalmente dicha propiedad por sí mismo con su familia, como una finca si este prestamo es a dueño de finca (FO) o (b) ocupará y usará personalmente dicha propiedad si este es un prestamo de vivienda rural (RH) en un solar o finca no agrícola o en el caso de un prestamo de la Sección 504 de vivienda rural.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por bempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantudad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa. Este parrafo y el que le precede no serán aplicables al co-deudor que firme este pagaré de acuerdo a lo previsto en la Sección 502 de la Ley de Hogares de 1949, para compensar cualquier deficiencia en la habilidad de pago del (los) otro(s) compareciente(s).

INCUMPLIMIENTO: la falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario a o asegurada por el Gobierno o garantizando o en cualquier-otra forma relacionada con dicha deuda; e incumplimiento bajo cualquier otro de dicho instrumento constituirá incumplimiento bajo los términos de este documento.

COMETIDO CUALQUIER INCUMPLIMIENTO; El Gobierno, a su opción, podrá declarar inmediatamente toda o parte de

dicha deuda vencida y pagadera.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farmers Home Administration Act of 1961 si el apartado correspondiente a "FO", "FO-NFE", "RL" o "SW (Ind.)" harsido marcado bajo el tírulo "CLASE DE PRESTAMO", o conforme al Título V de la Ley de Hogares de 1949 si el apartado correspondiente a "RH", "RRH" o "LH" ha sido marcado. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, aviso y protesta son por la presente expresamente renunciados.

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. EXPRESS SOINTS

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(Titulo)

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 6 of 16

---En Lares, Puerto Rico a 3 de septiembre de 1985.-----

RATAELLUGO BEAUC Notavio-Piblico

NOTARID

ON RAFA

OLUNTAD DE

FmHA Form 460-9(S) (Rev. 2-11-76)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

ASSUMPTION AGREEMENT (Same Terms – Eligible assignee)

TYPE OF LOAN: FO (Specify)

Direct: Insured: X

VETERAN

YES

X NO

RACE

B

0

CASE NUMBER: 63-34-.

THIS AGREEMENT, dated APRIL 15, 1981, between United States of America,

(Date of the Statement)

acting through the Farmers Home Administration, hereinafter called the "Government", and NELSON CUEVAS TORRES and SOCORRO MEDINA RIVERA his wife, hereinafter referred to as the assuming party, whose mailing address is Box 538. Maricao, P.R., 00706

WE GRANT:

The Government is the holder or guarantor of a loan(s) evidenced through certain document(s) of indebtedness granted to the present borrower(s): RAMON S. VICENS DEJARDINO and ISABEL M. TORRES 63-34-073300561 which are identified as follows:

TABLE I

DOCUMENT TYPE	DATE ISSUED	PRINCIPAL AMOUNT	BALANCE ON DATE	N GIVEN	INTEREST RATE	INSURANCE RATE
			PRINCIPAL	INTEREST		
NOTE	5/20/76	16,000.00	\$12,059.05	\$171.95	5%	

In relation to such loan(s), the following guarantee documents were obtained for the properties described herein and located in the Municipality of LARES, Puerto Rico.

TABLE II

SECURING DOCUMENT	DATE ISSUED	REGISTRY	BOOK, PAGE OR DOCUMENT NUMBER	PAGE
Voluntary Mortgage	5/20/75	Mayaguez	Volume 97, page 31 Farm 581	31

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 8 of 16

In consideration of the (1) accumption of the debt mentioned herein and (2) the Government's consent to such assumption and the transfer or sale to the assuming party, the following has been agreed:

- 1. The assuming party, jointly and severally, assumes the obligation and agrees to pay to the Government or to the order of the insured lender through the Government, provided that the insured lender be the holder of such document(s) of indebtedness, at the office of the Farmers Home Administration indicated below, the total amount owed under said debt and security instrument(s) according to terms set forth therein, except for any installment of the loan on FO that is due and payable on March 31, shall be due and payable on January 1. The assuming party agrees in that the payments will be first credited to any delay for said debt.
- 2. The stipulations of such debt and the security instrument(s) and any subsequent agreement granted or made by the current debtors, except as herein modified, will continue in full force and the assuming party assumes the obligation and agrees to be obligated to and comply with all agreements, arrangements and conditions contained in such instrument(s) and agreement(s), with exception of those which are modified herein, as though the same were granted by them as of the date of the documents, as though they were the original debtors, including any obligation to pay the Government a charge for insurance plus interests if these were consigned in said document(s).
- 3. REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares. This paragraph shall not be applicable to any co-signor of this agreement, pursuant to section 502 of the Housing Law of 1949, to compensate for any deficiency in payment of any other undersigning individuals.
- 4. This agreement is subject to the current regulations of Farmers Home Administration and future regulations not inconsistent with that which has been expressly stated herein.
- 5. When the loan(s) subrogated(s) herein belong(s) to an insured lender, the prepayments made by the assuming party, with exception of the final payment, shall be held by the Government and remitted to the lender on the due date of the annual payment or as is established by the regulations of Farmers Home Administration. The final payment will be remitted promptly. The effective date of all the payments made by the assuming party will be the date such payment has been made. The Government will pay the interest to which the lender is entitled accruing between the effective date of payment and the date of the Treasury check to the lender.

ASSUMING PARTY
[Signature]
NELSON CUEVAS TORRES (Borrower)
[Signature]
SOCORRO MEDINA RIVERA (Co-Borrower)

UNITED STATES OF AMERICA By [Signature] LUIS A. HERNANDEZ County Supervisor (Title)

FARMERS HOME ADMINISTRATION PO BOX 185, Lares, Puerto Rico 00669 (Address of Local Office)

2

CERTIFICATE

I hereby certify that the attached Assumption Agreement is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this CAPDE

24th day of April of 2007.

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 10 of 16 DEP. AMENTO DE AGRICULTURA DE ESTADOS ()0s

Forma FmRA 460-9(S) (Rev 2-11-76)

ADMINISTRACION DE HOGARES DE AGRICULIORES the second second second

			SUBROGACION		
Clase de Préstamo	(u	'érminos iguales -	Cesionario Elegibie	l n _{er}	₩ No
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□ Director 2	Asegurado			Caso Núm. 63-34-	
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	DINA RIVERA		denominados en ade	lante "subrogante",	cuya dirección
OTORGAMOS:					
POR CUANTO	el Gobierno es	el tenedor o asegu	rador de un préstan	no(s) por cierto(s) in	strumento(s) de
deuda otorgađo(s)) por el (los) pres	sente(s) deudor(es))*		
RAMON S.	VICENS DEJAN	ODINO Y ISABE	L M. TORRES	63-34-073300361	
					·
y que se identific			PLA I		
CLASE DE INSTRUMENTO	PECHA OTORGADO	CANTIDAD PRINCIPAL	PRINCIPAL	INTERESES	
PAGARE	5-20-75	\$16,000.00	\$12,069.05	171.95	5%
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POR CUANTO) en relación co	on dicho(s) préste	amo(s) los siguiente	s documentos de s	garantia fueron
obtenidos sobre la	as propied ades e	n ellos descritas y	situadas en el Mun	ricipio de	ł
Puerto Rico.					
• Enumere todas las j	personas responsable	🕦 del pagaré, hono o c	convenio de subrogación.		, ,
		TA	BLA II		ye
DOCUMENTO GARANTIA	FECHA OTORGADO	REGISTR		OLIO O NUMERO DOCUMENTO	FOLIO
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POR TANTO, en conside V. 010Q (1) la gabbase con de la decide 1608 helbase de la propiedad en garantía se conviene en lo siguiente:

- 1. El (los) subrogante(s) mancomunada y solidariamente asume(n) la obligación de y conviene(n) en pagar a la orden del Gobierno o a la orden del prestamista asegurado por conducto del Gobierno, siempre y cuando el prestamista asegurado sea el tenedor de dicho instrumento(s) de deuda, en la oficina de la Administración de Hogares de Agricultores abajo indicada, el importe total adeudado bajo dicha deuda e instrumento(s) de garantía de acuerdo con los términos en ellos estipulados, excepto que cualquier plazo de préstamo sobre tenencia de finca (FO) que venza y sea pagadero en marzo 31 vencerá y será pagadero el 1 de enero, que preceda. El (los) subrogante(s) conviene(n) en que los pagos se aplicarán primero a cualquier atraso en dicha deuda.
- 2. Las estipulaciones de dicha deuda y en el (los) instrumento(x) de garantia y cualesquiera convenio existente otorgado o asumido por los presentes deudores, excepto como aquí modificados, continuarán en toda su fuerza y vigor y el subrogante asume la obligación de y conviene en estar obligado por y a cumplir con todos dichos convenios, acuerdos y condiciones contenidos en dicho(s) instrumento(s) y convenio(s), excepto como quedan aquí modificados, como si los mismos hubiesen sido otorgados desde la fecha de los mismos, por ellos como deudores originales, incluyendo cualesquiera obligación de pagar al Gobierno un cargo por seguro en adición a los intereses si así fuere consignado en dicho(s) documento(s).
- 3. ACUERDO DE REFINANCIAMIENTO: Si en cualquier momento el Gobierno entiende que el (los) PRESTATARIO(S) le(s) es posible obtener un préstamo de una fuente de crédito responsable, cooperativa o privada a términos y condiciones razonables para préstamos con propósitos y períodos de tiempo similares, el (los) PRESTATARIO(S), a solicitud del Gobierno solicitará(n) y aceptará(n) un préstamo en cantidad suficiente para pagar en su totalidad el (los) préstamo(s) asumido(s) y, si el prestamista es una cooperativa, para pagar por las acciones necesarias. Este párrafo no aplicará a ningún co-firmante en este acuerdo conforme a la Sección 502 de la Ley de Hogares de 1949, para compensar por una habilidad deficiente de pago de otra(s) persona(s) abajo firmante(s).
- 4. Este convenio está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los reglamentos futuros no inconsistentes con lo expresamente aquí consignado.
- 5. Cuando el (los) pagaré(s) aqui subrogado(s) sea(n) poseído(s) por un prestamista asegurado, los pagos adelantados efectuados por el (los) subrogante(s), excepto el pago final, podrán ser retenidos por el Gobierno y remitidos al prestamista a base del vencimiento del pago anual o a base de lo establecido por los reglamentos de la Administración de Hogares de Agricultores. El pago final será remitido prontamente. La fecha efectiva de todo pago efectuado por el (los) subrogante(s) será la fecha en que dicho pago ha sido efectuado. El Gobierno pagará los intereses a los cuales el prestamista tiene derecho entre la fecha efectiva del pago y la fecha del cheque del Tesoro al prestamista.

SEPTEMBER 1411-110 BARRIES

PARTE SUBROGANTE:

Color Culor Zone.

Prestatario NELSON CUEVAS TORRES

Co-Prestatario SOCORRO MEDINA RIVERA

ESTADOS UNIDOS DE AMERICA

Por LUIE A. HERNANDEZ

SUPERVISOR LOCAL

ADMINISTRACION DE HOGARES DE AGRICULTORES

(Título)

Box 185 Lares, P.R. 00669

(Dirección Oficina Local)

FmHA Form 460-9(S) (Rev. 2-11-76)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

ASSUMPTION AGREEMENT (Same Terms – Eligible assignee)

TYPE OF LOAD FO (Specify) Direct: Insured: X	1 :					
VETERAN YES	X NO				,	
RACE W B	хо					
CASE NUMBE	R: 63-34					
THIS AGREEMENT, dated MAY 19, 1984, between United States of America, (Date of the Statement) acting through the Farmers Home Administration, hereinafter called the "Government", and PEDRO ORTIZ CORDERO and his wife, hereinafter referred to as the assuming party, whose mailing address is San Rafael # 108, Mayaguez, Puerto Rico WE GRANT: The Government is the holder or guarantor of a loan(s) evidenced through certain document(s) of indebtedness granted to the present borrower(s): NELSON CUEBAS TORRES and SOCORRO MEDINA RIVERA 63-34-582422328 which are identified as follows:						
			TABLE I			
DOCUMENT TYPE	DATE ISSUED	PRINCIPAL AMOUNT	BALANCE ON DATE	GIVEN	INTEREST RATE	INSURANCE RATE
NOTE	5/20/75	16,000.00	PRINCIPAL \$5,723.38	INTEREST \$90.95	5%	
In relation to such loan(s), the following guarantee documents were obtained for the properties described herein and located in the Municipality of, Puerto Rico.						

TABLE II

SECURING DOCUMENT	DATE ISSUED	REGISTRY	BOOK, PAGE OR DOCUMENT NUMBER	PAGE
Voluntary Mortgage	5/20/75	Mayaguez	Volume 97 Farm 581	31

Case 3:21-cv-01007 Document 1-1 Filed 01/08/21 Page 13 of 16

In consideration of the (1) a sumption of the debt mentioned herein and (2) the Government's consent to such assumption and the transfer or sale to the assuming party, the following has been agreed:

- 1. The assuming party, jointly and severally, assumes the obligation and agrees to pay to the Government or to the order of the insured lender through the Government, provided that the insured lender be the holder of such document(s) of indebtedness, at the office of the Farmers Home Administration indicated below, the total amount owed under said debt and security instrument(s) according to terms set forth therein, except for any installment of the loan on FO that is due and payable on March 31, shall be due and payable on January 1. The assuming party agrees in that the payments will be first credited to any delay for said debt.
- 2. The stipulations of such debt and the security instrument(s) and any subsequent agreement granted or made by the current debtors, except as herein modified, will continue in full force and the assuming party assumes the obligation and agrees to be obligated to and comply with all agreements, arrangements and conditions contained in such instrument(s) and agreement(s), with exception of those which are modified herein, as though the same were granted by them as of the date of the documents, as though they were the original debtors, including any obligation to pay the Government a charge for insurance plus interests if these were consigned in said document(s).
- 3. REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares. This paragraph shall not be applicable to any co-signor of this agreement, pursuant to section 502 of the Housing Law of 1949, to compensate for any deficiency in payment of any other undersigning individuals.
- 4. This agreement is subject to the current regulations of Farmers Home Administration and future regulations not inconsistent with that which has been expressly stated herein.
- 5. When the loan(s) subrogated(s) herein belong(s) to an insured lender, the prepayments made by the assuming party, with exception of the final payment, shall be held by the Government and remitted to the lender on the due date of the annual payment or as is established by the regulations of Farmers Home Administration. The final payment will be remitted promptly. The effective date of all the payments made by the assuming party will be the date such payment has been made. The Government will pay the interest to which the lender is entitled accruing between the effective date of payment and the date of the Treasury check to the lender.

(Borrower)
(Co-Borrower)
A
(Title)
RATION

CERTIFICATE

I hereby certify that the attached Assumption Agreement is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed

24th day of April of 2007,

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

(Rev. 2-11-76) - Ca	ase 3:21-cv-0 1	997 v Pasument	SUBRICE ALTO	121 Page 15 of 10	3		
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				adelante "subrogant	e", cuya dirección		
_			, Puerto Rico				
OTORGAMOS:							
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y que se identific			BLA I		<u> </u>		
CLASE DE INSTRUMENTO	FECHA OTORGADO	CANTIDAD PRINCIPAL	PRINCIPAL	INTERESES	-		
Pagaré	20-5-75	16,000.00	5,723.38	90.95	5.0		
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				ntes documentos de	e garantia ideron		
	las propiedades	en ellos descritas	y situadas en el N	Iunicipio de			
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* Enumere todas las	per so nas responsab	les del pagaré, hono e	o convenio de subrogac	ión.			
		T	ABLA II				
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Hipoteca Voluntaria	20-5-75	Mayaguez	Tomo- Finca	97 - #581	31		
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conviene calos signification y as a superconvention and conviene calos of 16 of 16

- 1. El (los) subrogante(s) mancomunada y solidariamente asume(n) la obligación de y conviene(n) en pagar a la orden del Gobierno o a la orden del prestamista asegurado por conducto del Gobierno, siempre y cuando el prestamista asegurado sea el tenedor de dicho instrumento(s) de deuda, en la oficina de la Administración de Hogares de Agricultores abajo indicada, el importe total adeudado bajo dicha deuda e instrumento(s) de garantía de acuerdo con los términos en ellos estipulados, excepto que cualquier plazo de préstamo sobre tenencia de finca (FO) que venza y sea pagadero en marzo 31 vencerá y será pagadero el 1 de enero, que preceda. El (los) subrogante(s) conviene(n) en que los pagos se aplicarán primero a cualquier atraso en dicha deuda.
- 2. Las estipulaciones de dicha deuda y en el (los) instrumento(s) de garantía_y cualesquiera convenio existente otorgado o asumido por los presentes deudores, excepto como aquí modificados, continuarán en toda su fuerza y vigor y el subrogante asume la obligación de y conviene en estar obligado por y a cumplir con todos dichos convenios, acuerdos y condiciones contenidos en dicho(s) instrumento(s) y convenio(s), excepto como quedan aquí modificados, como si los mismos hubiesen sido otorgados desde la fecha de los mismos, por ellos como deudores originales, incluyendo cualesquiera obligación de pagar al Gobierno un cargo por seguro en adición a los intereses si así fuere consignado en dicho(s) documento(s).
- 3. ACUERDO DE REFINANCIAMIENTO: Si en cualquier momento el Gobierno entiende que el (los) PRESTATARIO(S) le(s) es posible obtener un préstamo de una fuente de crédito responsable, cooperativa o privada a términos y condiciones razonables para préstamos con propósitos y períodos de tiempo similares, el (los) PRESTATARIO(S), a solicitud del Gobierno solicitará(n) y aceptará(n) un préstamo en cantidad suficiente para pagar en su totalidad el (los) préstamo(s) asumido(s) y, si el prestamista es una cooperativa, para pagar por las acciones necesarias. Este párrafo no aplicará a ningún co-firmante en este acuerdo conforme a la Sección 502 de la Ley de Hogares de 1949, para compensar por una habilidad deficiente de pago de otra(s) persona(s) abajo firmante(s).
- 4. Este convenio está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los reglamentos futuros no inconsistentes con lo expresamente aquí consignado.
- 5. Cuando el (los) pagaré(s) aquí subrogado(s) sea(n) poseído(s) por un prestamista asegurado, los pagos adelantados efectuados por el (los) subrogante(s), excepto el pago final, podrán ser retenidos por el Gobierno y remitidos al prestamista a base del vencimiento del pago anual o a base de lo establecido por los reglamentos de la Administración de Hogares de Agricultores. El pago final será remitido prontamente. La fecha efectiva de todo pago efectuado por el (los) subrogante(s) será la fecha en que dicho pago ha sido efectuado. El Gobierno pagará los intereses a los cuales el prestamista tiene derecho entre la fecha efectiva del pago y la fecha del cheque del Tesoro al prestamista.

PARTE SUBROGANTE: Prestatario
Co-Prestatario
ESTADOS UNIDOS DE AMERICA
en aft led
ADMINISTRACION DE HOGARES DE AGRICULTORES Título)
Dirección Oficina Local) .

Form FmHA 427-1 P. 10/61

NUMBER SIXTY-THREE

VOLUNTARY MORTGAGE

In Mayaguez, Puerto Rico, on May TWENTY of nineteen seventy-five.

IN MY PRESENCE

WALTER VIVALDI OLIVIERI, Attorney and Notary Public for this island, with residence in Mayaguez, Puerto Rico and offices in Mayaguez, Puerto Rico,

THERE NOW APPEAR

The persons named in paragraph TWELFTH of this mortgage, hereinafter called "mortgagor," and whose personal circumstances appear in said paragraph.

I attest to my personal acquaintance of the parties, as well as to their statements regarding their age, marital status, profession, and residence.

They assure me they are in full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document.

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, with all corresponding rights and interests, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH.

THIRD: That the mortgagor is indebted to the United States of America, acting through

the Farmers Home Accomistration, referred to hereinafter as "1. Atgagee," in connection with a loan or loans represented by one or more promissory notes or subrogation agreements, referred to hereinafter as "the note," whether one or more. The Government requires that additional monthly payments be made of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title V of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by

agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be

endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the

mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the

future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify

and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of FIVE percent (5%), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized

by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property,

on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its

use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to

mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan

from a production cre... association, from a Federal Bank or ...ner responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any

9

provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, and of the note and of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged

property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged properties in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the

Case 3:21-cv-01007 Document 1-2 Filed 01/08/21 Page 13 of 35

note: SIXTEEN THOU_AND DOLLARS (\$16,000.00), the note_principal, together with interest as stipulated at the annual rate of FIVE percent (5%).

Two. Whenever the note is held by an insured lender:

- (A) SIXTY FIVE THOUSAND DOLLARS (\$65,000.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;
- (B) TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note;

Three. In any event and at any time:

- (A) THREE THOUSAND TWO HUNDRED (\$3,200.00) for interest upon default;
- (B) THREE THOUSAND TWO HUNDRED (\$3,200.00) for taxes, insurance, and other advances for

the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

- (C) ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) for court costs, expenses, and attorneys' fees in case of foreclosure;
- (D) ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other

Case 3:21-cv-01007 Document 1-2 Filed 01/08/21 Page 14 of 35

person interfering with __ contesting the mortgagor's right of pos_ssion of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in paragraph THIRD of this mortgage is described as follows:

Promissory note executed in case number SIXTY-THREE DASH EIGHTEEN DASH ZERO SEVEN THREE THREE ZERO ZERO THREE HUNDRED SIXTY-ONE (63-18-073300361) dated May, twenty of nineteen seventy-five, in the amount of SIXTEEN THOUSAND DOLLARS of principal, plus interest on the unpaid balance at the annual rate of thirteen five percent (5%).

Said principal and interest shall be due and payable in the next THIRTY-ONE installments on or after the following dates:

FOUR HUNDRED NINETY-FIVE DOLLARS and THIRTY-FOUR CENTS on January first of nineteen seventy-six and ONE THOUSAND FORTY-ONE DOLLARS on January first of every year subsequently thereafter until the principal and interests are satisfied totally except for the final payment of the entire debt represented herein, which will become due and payable THIRTY years from the date of this note.

Said note has been executed as evidence of a loan made by the Government to the Borrower, pursuant to the law of the US Congress known as "Consolidated Farmers Home Administration Act of 1961," or pursuant to the Housing Act of 1949, both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws.

ELEVENTH: The property referred to in the FIRST paragraph herein is described as follows:

RURAL: Plot of land located in Barrio Naranjales, in the municipality of Las Marias, Puerto Rico, with an approximate area of FIFTY-ONE CUERDAS*, equivalent to twenty hectares, four ares and fifty centiares. Its boundaries are: to the NORTH, with land belonging to Andres Massari, Nicanor Bayron and Francisco Marrero; to the SOUTH, with land belonging to Francisco Marrero and Miguel Esteves, and to the West, with land belonging to Miguel Esteves and Julio Vincenty.

According to measurements recorded in nineteenth entry and mentioned in twenty-ninth entry, the correct surface area is FIFTY-THREE CUERDAS and THREE HUNDREDTHS OF ONE CUERDA, equivalent to twenty hectares, eighty-four ares, twenty-eight centiares and fifty-eight miliares.

Inside this farm there ... a house made of wood with zinc root, and it has the following measurements: FORTY-FIVE FEET by EIGHTEEN feet. The kitchen and the bathroom are made of concrete. It is a one story construction and it is used as residence. The construction has columns. It is recorded on page ONE HUNDRED EIGHTY-ONE, twenty-nine entry.

The appearing parties acquired the above mentioned property through the means described in the Property Registry where indicated.

TWELFTH: That, appearing herein as one party only are Mr. Ramon S. Vicens Dejardino and his wife Mr. Isabel A. Torres, both of legal age, married as indicated, property owners and residents of San German, Puerto Rico

THIRTEENTH: Borrowers will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FOURTEENTH: The loan amount consigned herein will be used for debt refinancing and to make improvements of the facilities in the described farm.

FIFTEENTH: This mortgage extends expressly to any constructions or buildings currently existing on the aforementioned farm(s), and to any improvements, construction or building constructed on said property while this mortgage loan furnished to the order of the Government is in effect, as verified by the current mortgagors or their assignees or trustees.

SIXTEENTH: Mortgagors hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property

^{*}Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.

Case 3:21-cv-01007 Document 1-2 Filed 01/08/21 Page 16 of 35

described in paragraph Leven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31 L.P.R.A. Sec. 1851).

READING AND ACCEPTANCE

The appearing parties read this deed and accepted it in its entirety, finding it has been drawn up according to their wishes and instructions.

WARNINGS

I, the Notary, have given the parties the pertinent legal warnings for these proceedings.

EXECUTION

So they say and approve the parties this deed before me, they ratify it declaring that they are fully aware of its contents, and without the appearance of witnesses as they are not required by law nor the parties or the authorizing notary requested them. The parties sign in mi presence, the notary, placing their initials on each and every one of the pages thereof.

I, the Notary, BEAR WITNESS to everything contained in this public instrument, and that the Notary tax of Puerto Rico Notary Bar is duly cancelled, I, the Notary sign, stamp, endorse and seal this document in Mayaguez, Puerto Rico this twentieth day of May of nineteen seventy-five.

I CERTIFY and BEAR WITNESS.

Signed: MR. RAMON S. VICENS DEJARDINO AND MRS. ISABEL A. TORRES SIGNED, STAMPED, SEALED, AND ENDORSED, WALTER VIVALDI OLIVIERI. There are in the original deed the proper seals of income tax and Notarial tax of Puerto Rico

Notary Bar. I BEAR WITNESS

This is a true and exact copy of the original, and by request of the executors, I issue it in Mayaguez, Puerto Rico the same day it was executed.

WALTER VIVALDI OLIVIERI [Signature]

The mortgage furnished by this document is recorded on page 31, volume 97 of Las Marías, farm number 581, 30th entry. Ownership and encumbrance are only by this mortgage. Mayaguez on July 3, 1995.

[Signature] Recorder 10/28/75 [SEAL]

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed the

24th day of April of 2007.

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

----HIPOTECA VOLUNTARIA------

WALTER VIVALDI OLIVIERI----

Abogado y Notario Público de esta Isla con residencia y vecindad en Mayaguez, y oficina en estaciudad de Mayaguez, Puerto Rico.

----COMPARECEN-----

Las personas nombradas en el párrafo DUODECIMO de--de ta hipoteca denominados de aquí en adelante el --de ta hipoteca denominados de aquí en adelante el --de ta hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.----Doy fe del conocimiento personal de los comparecientes, asi como por sus dichos de su edad, estado ci-vil, profesión y vecindad.----Aseguran hallarse en el pleno goce de sus derechos-civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para-

-----EXPONEN-----

este otorgamiento,-----

TERCERO: Que el deudor hipotecario viene obligado--

WILLIAM VIVALIII

SECCION DE

ducto de la Administración de Hogares de Agriculto-res, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamosevidenciado por uno o más pagarés o convenio de subrrogación, denominado en adelante "el pagaré", sean uno o más.-----CUARTO: Se sobreentiende que:-----(Uno) El pagaré evidencia un préstamo o préstamos-al deudor hipotecario por la suma de principal especificada en el mismo, concedido con el propósito y-la intención de que el acreedor hipotecario puede -ceder el pagaré en cualquier tiempo y asegurar su--pago de conformidad con el Acta de mil novecientos-sesenta y uno consolidando la Administración de Hoga res de Agricultores o el Título Quinto de la Ley de-Hogares de mil novecientos cuarenta y nueve, según-ha sido enmendada.-----Dos) Cuando el pago del pagaré es garantizado por acreedor hipotecario, puede ser cedido de tiempocich tiempo y cada tenedor de dicho pagaré a su vez--erá el prestamista asegurado.-----(Tres) Cuando el pago del pagaré es asegurado por-el acreedor hipotecario, el acreedor hipotecario --otorgará y entregará al prestamista asegurado conjun tamente con el pagaré un endoso de seguro garantizan do totalmente el pago de principal e intereses de--dicho pagaré.----

-2-

(Cuatro) En todo tiempo que el pago del pagaré esté

asegurado por el acreedor hipotecario, el acreedor--

SECTION SECTION

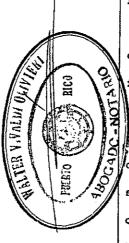
PUERTO PAR VIVALUY OLIVITED.

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rado, determinarán en el endoso de seguro la por--ción del pago de intereses del pagaré que será de-signada como "cargo anual".-----(Cinco) Una condición del aseguramiento de pago--del pagaré será de que el tenedor cederá todos susderechos y remedios contra el deudor hipotecario ycualquiera otro en relación con dicho préstamo asi-como también a los beneficios de esta hipoteca y -aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipu lación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario. -----(Seis) Entre otras cosas, es el propósito e intención de esta hipóteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garanti zará el pago del pagare pero cuando el pagaré esté-en poder de un prestamista asegurado, esta hipotecano garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca deindemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro--por causa de cualquier incumplimiento por parte deldeudor hipotecario.-----QUINTO: Que en consideración al préstamo y (a) en--

acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro del pago del pagaré y en garantía del importe del --pagaré según se especifica en el subpárrafo (Uno) --del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio con-tenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) --del párrafo NOVENO aquí consignado, para garantizarel cumplimiento del convenio del deudor hipotecariode indemnizar y conservar libre al acreedor hipoteca rio contra pérdidasbajo el endoso de seguro por ---razón de incumplimiento del deudor hipotecario, y --(c) en cualquier caso y en todo tiempo en garantía-de las sumas, adicionales consignadas en el subpárrafo (Tres) del parrafo NOVENO de este instrumento y-para asegurar el cumplimiento de todos y cada uno--de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio-suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedorhipotecario sobre los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, -réditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad ---

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personal en el pro ite o que en el futuro se adhie ra o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total.o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo en tendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en--el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los-bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreedor hipoteca-io como asegurador del pagaré, contribuciones, pri ha de seguro o cualquier otro desembolso o adelanto el acreedor hipotecario por cuenta del deudor --Aipotecario con sus intereses hasta que sean pagados acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensióno renovación de dichas obligaciones con intereses--sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento .----SEXTO: El deudor hipotecario expresamente convienelo siguiente:-----(Uno) Pagar al acreedor hipotecario prontamente a -

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su vencimiento cualquier deuda aquí garantizada e --

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po cuando el pagaré sea poseído por el prestamista-asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipoteca-rio como agente cobrador del tenedor del mismo.----(Dos) A pagar al acreedor hipotecario una cuota ini cial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogaresde Agricultores.-----(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos-la cantidad o carga anual, podrá ser pagada por el-acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de -peguro referido en el párrafo CUARTO anterior por -duenta del deudor hipotecario.----cualquier suma vencida y no pagada bajo los términos pagaré, sea este poseído por el acreedor hipotegario o por el prestamista asegurado, podrá ser --acreditada por el acreedor hipotecario al pagaré y-en su consecuencia constituirá un adelanto por el -acreedor hipotecario por cuenta del deudor hipoteca-Cualquier adelanto por el acreedor hipotecario tal--

hipotecario bajo el seguro del pago del pagaré por--

incumplimiento del deudor hipotecario. En todo tiem

Cualquier adelanto por el acreedor hipotecario tal-como se describe en este subpárrafo devengará intere
ses a razón del CINCO------por ciento (--5 %) anual

fecha en que el deudor hipotecario lo satisfaga.----(Cuatro): Fuere o no el pagaré asegurado por el acree dor hipotecario, cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repara ciones, gravámenes u otra reclamación en protecciónde los bienes hipotecados o para contribuciones o -impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos,-devengará intereses a razón del tipo estipulado en-el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por eldeudor hipotecario.-----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses -vencerá inmudiatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca.--ingún adelanto hecho por el acreedor hipotecario no elevará al deudor hipotecario de su violación del-convenio de pagar. Dichos adelantos, con sus intere ses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no habieren adelantos,-todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda deldeudor hipotecario aquí garantizada en el orden queel acreedor hipotecario determinare.-----(Seis) Usar el importe del préstamo evidenciado por

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el pagaré únicamente para los propósitos autorizados

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(Siete) A pagar a su vencimiento las contribuciones impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. -----(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en losbienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos seránen la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario.-----(Nueve) Conservar los bienes en buenas condicionesy prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni-permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera dela finca, ni removerá ni permitirá que se remueva-grava, arena, aceite, gas, carbón u otros mineralesin el consentimiento del acreedor hipotecario y -prontamente llevará a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con-aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipo tecario de tiempo en tiempo pueda prescribir.-----(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los regla-mentos de la Administración de Hogares de Agriculto

-8-

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dichos procedimiento

deudor hipotecario j se considerarán garantizados-por esta hipoteca dentro del crédito adicional de la
cláusula hipotecaria para adelantos, gastos y otrospagos.------

serán cargados a la deuda del

(Catorce) Si el deudor hipotecario en cualquier --tiempo mientras estuviere vigente esta nipoteca; --abandonare los bienes o voluntariamente se los entre
gase al acreedor hipotecario, el acreedor hipoteca-rio es por la presente autorizado y con poderes para
tonar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e--ingresos de los mismos y aplicarlos en primer térmi-

no a los gastos de cobro y administración y en segun do término al pago de la deuda evidenciada por el---pagaré o cualquier otra deuda del deudor hipotecario aquí garantizada, en el orden y manera que el ----

acreedor hipotecario determinare.-----

Comince) En cualquier tiempo que el acreedor hipote cario determinare que el deudor hipotecario puede -cara producción, de un Banco Federal u otra fuente-responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a
requerimiento del acreedor hipotecario, solicitará--y aceptará dicho préstamo en cantidad suficiente --para satisfacer el pagaré y cualquier otra deuda ---

aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho ----

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protección de la ley.-----(Diecisiete) El deudor hipotecario pagará o reembol sará al acreedor hipotecario todos los gastos necesa rios para el fiel cumplimiento de los convenios y--acuerdos de esta hipoteca, los del pagaré y en cual quier otro convenio suplementario, incluyendo los--gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.-----(Dieciocho) Sin afectar en forma alguna los dere--rchos del acreedor hipotecario para requerir y hacercumplir en cualquier fecha posterior los convenios,scuerdos u obligaciones aquí contenidas o similaresu otros convenios y sin afectar la responsabilidad-de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el-gravámen impuesto sobre los bienes o la prioridad -del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo ---(Uno) renunciar el cumplimiento de cualquier conve--

del gravamen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo --sente autorizado y con poder en cualquier tiempo --culpo y renunciar el cumplimiento de cualquier conve-culpo u obligación aquí contenida o en el pagaré o endualquier convenio suplementario; (Dos) negociar con
el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión-de tiempo para el pago del pagaré (con el consenti---

sections.

PHA-427-1 P. H.

miento del tenedor de dicho pagaré cuando esté en --

manos de un prestamista asegurado) o para el pago---

de cualquier deuda a favor del acreedor hipotecario,

y aquí garantizada; o (Tres) otorgar y entregar can-

celaciones parciales de cualquier parte de los bie--

cede al acreedor hipotecario el importe de cualquier sentencia obtenído por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados-a los bienes. El acreedor hipotecario aplicará el-importe que reciba al pago de los gas os en que in-curriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, -se reembolsará al deudor hipotecario. -----SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de-DIECISEIS MIL DOLARES-



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intereses	al	tipo	estipulado	en	el	párrafo	SEXTO,	
Tercero;								

(C) MIL SEISCIENTOS-

para costas, gastos y honorarios de abogado en caso-

de ejecución;-----

(D) MIL SEISCIENTOS----

_____DOLARES (\$ 1,600.00)__

de fecha VEINTE

PUBERCO (EST) RICT)

de mayo---- de mil novecientos---esptenta y cinco y por la suma principal de DIECI---STIS MIL DOLARES (116,000.00) más intereses sobre el lance principal adeudado, a razón del CINCO POR-CIENTO anual .-Dicho principal e intereses serán pagaderos en los siguientes TREINTA Y UN plazos en o antes de lassiguientes fechas: CUATROCIENTOS NOVENTA Y CINCO DOL RES CON TREINTICUATRO CENTAVOS en enero primero demil novecientos setenta y seis y MIL CUARENTA Y UN-DOLARES subsiguientemente al primero de enero de-cada año hasta tanto el principal y sus interesessean totalmente satisfechos excepto el pago finalde la deuda aquí representada vencerá y será pagade ro a los TREINTA años de la facha de este pagaré:--Agricultura - Jay-Co Printing

V.VALD

-Adquirieron los comparecientes por los conceptos que aparecen del Registro De La Propiedad alli---

-18-

Secreta Riter



DECIMOTERCERO: Los prestatarios ocuparán persons mente y usarán cualquier estructura que haya sid construida, mejorada o comprada con el importe-del préstamo aquí garantizado y no arrendarán ousarán para otros fines dichas estructuras a---menos que el Gobe, digo, Gobierno lo consientapor escrito. -La violación de esta cláusula así como la viola ción de cualquiera otra clausula aqui contenida. ocasionará el vencimiento de la obligación comosi todo el término hubiese transcurrido y enaptitud, el Gobierno declarará vencido y pagader el préstamo y procederá a la ejecución de lahipoteca.--DECIMOCUARTO: El importe del préstamo aquí---consignado se usará para fines de refinanciamiento de deudas y para hacerle mejoras a la casa qui está enclavada en la propiedad antes descrita. ----DECIMOQUINTO: Esta hipoteca se extiende expresamente a toda construcción o edificación existente en la finca hipotecada y a toda mejora, construcción o edificación que se construya durante lavigencia del préstamo hipotecario constituido aavor del Gobierno, verificada por los actuales queños deudores o por sus cesionarios o causa----#DECIMOSEXTO: Los deudores hipotecarios por la--presente renuncia mancomunada y solidariamente--por si y a nombre de sus herederos, causahabientes sucesores o representantes; a favor del-----Acreedor Hipotecario (A_sministración de Hogaresde Agricultores), cualquier derecho a Hogar-----Seguro (Homestead) que en el presente o en él---futuro pudieran tener en la propiedad descrita er

el parrafo UNDECIMO y en los edificios alli-



VIVALDI

INTER!

-Yo, el Notario, en cumplimiento de los, digo, lo dispuesto en la ley, les hice las advertencias---legales pertinentes a este otorgamiento.

-- OTORGAMIENTO----

de mil novecientos setenta y cinco.----





Inscrita la ligatera que comprade este documento al filio 3/del tones 97 de Las Harias finca honara 58/ inscripcion 30 = Daminio y granda sálo con esta hipatera. Mangiez a 3 de julio de 1975.

Sin Derechos:

Manual Gallis De

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Case 3:21-cv-01007 Document 1-3 Filed 01/08/21 Page 1 of 14

On this date and by request of FARMERS HOME ADMINIST. JON I issued a certified copy. I BEAR WITNESS ONCE AGAIN. RAMON RAFAEL LUGO BEAUCHAMP Public Notary



NUMBER ONE HUNDRED FORTY-SIX (146)

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Lares, Puerto Rico, on September three (3), nineteen eighty-five (1985).

IN MY PRESENCE

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public in this Island, with residence and offices in Lares, Puerto Rico.

THERE NOW APPEAR

AS ONE PARTY: AS MORTGAGOR: Mr. PEDRO ORTIZ CORDERO, of legal age, single, property owner and resident of Mayaguez, Puerto Rico.

AS THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. ARNALDO TORRES-QUIÑONES, of legal age, married, employed and a resident of Morovis, Puerto Rico, in his capacity of County Supervisor of the Lares Office of the Farmers Home Administration whose credentials are duly recorded in the Property Registry.

I BEAR WITNESS to my personal acquaintance of the appearing parties and to their statements regarding their age, occupation, residence and other personal information.

In my judgment they have the necessary legal capacity to execute this deed and being in

full capacity of their civil rights and without otherwise to my knowledge, thus, freely and voluntarily

THEY DECLARE

FIRST: That the appearing first party is the sole owner and has full ownership of the following property:

RURAL: Plot of land located in Barrio Naranjales in the Municipality of LAS MARIAS, Puerto Rico, with an approximate area of FIFTY-ONE CUERDAS* equivalent to twenty hectares, four ares and fifty centiares. Its boundaries are: to the NORTH, with land belonging to Andres Massari, Nicanor Bayron and Francisco Marrero; to the SOUTH, with land belonging to Francisco Marrero and Miguel Esteves; to the EAST, with land of Nicanor Bayron and Francisco Marrero, and to the West, with land belonging to Miguel Esteves and Julio Vincenty.

According to measurements recorded in the nineteenth entry, the correct surface area is FIFTY-THREE CUERDAS and THREE HUNDREDTHS OF ONE CUERDA, equivalent to twenty hectares, eighty-four ares, twenty-eight centiares and fifty-eight miliares.

It has a one-story house made of concrete that measures forty-five feet by eighteen on the foundation.

It also has attached a storage shed, a guest house, one casita made of wood and zinc and one water aqueduct with motor and electric installation.

Recorded on page thirty-one (31), volume ninety-seven (97) of Las Marías, farm number five hundred eighty-one (581).

TITLE AND ENCUMBRANCES

SECOND: The mortgagor acquired the abovementioned farm by virtue of Deed of Sale and Mortgage Assumption number one hundred ten (110), executed in this

Notary on May nineteen (19), nineteen eighty-four through purchase from Nelson Cuebas Torres and his wife Socorro Medina Rivera.

It is encumbered by the following mortgages which are furnished by this document:

- (1) A MORTGAGE to the order of the United States of America, acting by and through the Farmers Home Administration in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00) with interests at the annual rate of five (5) percent, furnished by Deed of Voluntary Mortgage number sixty-nine (69), executed on may twenty (20) of nineteen seventy-five before Walter Vivaldi Olivieri, in Mayaguez, Puerto Rico, and it is due an payable in thirty (30) years from the date of the deed and the promissory note.
- (2) MORTGAGE to the order of the United States of America acting by and through the Farmers Home Administration in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal with interests at the annual rate of twelve and one quarter (12 1/4 %) percent, executed on April fifteen of nineteen eighty-one (1981) by virtue of the deed number one hundred sixty-two (162) executed in this Notary office, and it is due in forty (40) years from the date the deed and the promissory note were executed.

THIRD: The mortgagor state that, in order to reamortize the mortgage debts described above in the amounts of SIXTEEN THOUSAND DOLLARS (\$16,000.00) and FORTY THOUSAND DOLLARS (\$40,000.00) of principal, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers

Home Administration, in accordance with the regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

FOURTH: The mortgagor states that he is personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and he hereby clearly, solemnly and absolutely agrees to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FMHA).

RE-AMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FIFTH: The appearing second party, in the capacity he bears, states that because the mortgagor has qualified to receive the benefits of the Congress Law "Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage as follows:

One: The mortgage in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00), as follows:

On September three (3), nineteen eighty-five (1985) it had an unpaid balance of SIX THOUSAND ONE HUNDRED EIGHTY FOUR DOLLARS AND THIRTY-NINE CENTS (\$6,184.39)

with interests at the annual rate of FIVE (5) percent, which shall accrue interests at the annual rate of five (5%) percent and shall be paid as follows:

FOUR HUNDRED NINETY-SEVEN DOLLARS on or before January first of nineteen eighty-six (1986) and FOUR HUNDRED NINETY-SEVEN DOLLARS on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be made on or before January first of two thousand five (2005).

Two: The mortgage number two in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal, as follows:

The amount of this promissory note and the mortgage securing it, had an unpaid balance as

of September three, nineteen eighty-five of:

FIFTY THREE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS and EIGHTY-EIGHT CENTS (\$53,988.88) with interests at the annual rate of twelve and one quarter (12.25) percent, which shall accrue interests at the annual rate of FIVE and ONE QUARTER (5.25) and paid as follows:

NINE HUNDRED TWENTY-FIVE DOLLARS (\$925.00) on or before January first of nineteen eighty-six (1986) and THREE THOUSAND FOUR HUNDRED THREE (\$3,403.00) on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be paid on or before January first of the year two thousand twenty-one (2021).

SIXTH: The appearing party, MR. ARNALDO TORRES QUIÑONES, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage,

and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place the following note on the back of it:

On the promissory note of SIXTEEN THOUSAND DOLLARS (\$16,000.00) of principal: "The amount of this promissory note and the mortgage securing it was re-amortized on September 3, 1985 and had an unpaid balance of: 6,84.39, with interests at the annual rate of 5%, which shall accrue interests at the annual rate of 5% and shall be paid as follows: \$49.00 on or before January first 1986 and \$497.00 on or before every January first subsequently thereafter, except for the final installment of the debt herein evidenced, which shall be made on or before January 2005, pursuant to deed number one hundred forty-six (146) executed on September 3, 1985 before the Notary Ramon Rafael Lugo Beauchamp. I

BEAR WITNESS.

In Lares, Puerto Rico on September 3, 1985

SIGNED, SEALED, STAMPED and ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, Public Notary."

On the promissory note of FORTY THOUSAND DOLLARS (\$40,000.00) of principal: "The amount of this promissory note and the mortgage securing it, had an unpaid balance as of September three, nineteen eighty-five of:

FIFTY THREE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS and EIGHTY-EIGHT CENTS (\$53,988.88) with interests at the annual rate of twelve and one quarter (12.25) percent, which shall accrue interests at the annual rate of FIVE and ONE

QUARTER (5.25) and paid as follows:

NINE HUNDRED TWENTY-FIVE DOLLARS (\$925.00) on or before January first of nineteen eighty-six (1986) and THREE THOUSAND FOUR HUNDRED THREE (\$3,403.00) on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be paid on or before January first of the year two thousand twenty-one (2021), pursuant to deed

Number one hundred forty-six (146), executed on September 3, 1985 before the Notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS.

In Lares, Puerto Rico on September 3, 1985.

SIGNED, SEALED, STAMPED and ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, Public Notary."

Once the above mentioned note is placed and signed, I return the document to the appearing party in the capacity he bears.

The appearing parties request that this document is recorded in the Property Registry for all the legal effects pertaining to this proceeding.

ACCEPTANCE AND WARNINGS

The appearing parties accept this deed in its entirety, as it conforms to their agreement. I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed.

EXECUTION

The parties state and execute this deed before me, after they waived the right to have

Case 3:21-cv-01007 Document 1-3 Filed 01/08/21 Page 7 of 14

witnesses, of which ri. I informed them they had.

READING

After this document was read out loud to the parties and was read personally by them also, they ratify the agreement and place their initials on every page of this deed, signing the deed in this proceeding doing it in my presence, the Notary, who BEAR WITNESS to everything else I state, refer to or mention in this deed.

CERTIFICATE

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this 24th day of April of 2007.

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

Case 3:21-cv-01007 Document 1-3_Filed 01/08/21 Reage & State Cuarenta y SEIS----

in eu e y a petición de FARMERS HOME

ADMINISTRATION

expedi copia cartificada. ---

RAMON RAFA TELES BEAUCHIOS Notario Fundado

-----(146)-----------REAMORTIZACION DE PRESTAMOS-------HIPOTECARIOS Y MODIFICACIONES DE HIPOTECAS--------En el pueblo de Lares, Puerto Rico a los tres (3) días del mes de SEPTIEMBRE de mil novecientos ochenta y cinco (1985).----------ANTE MI--------RAMON RAFAEL LUGO BEAUCHAMP, Abogado-Notario Pú-blico con residencia, vecindad y oficina abierta enel pueblo de Lares, Puerto Rico.----------COMPARECEN--------DE UNA PRIMERA PARTE: - COMO DEUDOR HIPOTECARIO: ----- DON PEDRO ORTIZ CORDERO, mayor de edad, soltero,propietario y vecino de Mayaguez, Puerto Rico.------- DE UNA SEGUNDA PARTE: - COMO ACREEDOR HIPOTECARIO; ---ESTADOS UNIDOS DE AMERICA, actuando por conductoy a través del Administrador de la Administración de Hogares de Agricultores a tenor con las disposicione de la Ley del Congreso denominada "Consolidated Farmers Home Administration Act of 1961" con oficinas-principales en Washington, Distrito de Columbia, Estados Unidos de América, representado en este acto-por DON ARNALDO TORRES-QUIÑONES, mayor de edad, ca-sado, empleado y vecino de Morovis, Puerto Rico, ensu carácter de Supervisor Local de la Administración de Hogares de Agricultores, Oficina de Lares, Puerto-Rico cuyo carácter consta debidamente acreditado enel Registro de la Propiedad.-----------DOY FE--------Del conocimiento personal de los comparecientes ypor sus dichos de su edad, ocupsción, vecindad y de-más circunstancias personales.-------TIENEN a mi juicio los comparecientes la capacidad

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llándose en el pleno goce de sus derechos civiles y sin que me conste nada en contrario, libre y espon-taneamente:----------EX PONEN--------PRIMERO:- Manifiesta el compareciente de la primera parte que es dueño exclusivo y en pleno domini de la siguiente propiedad:-------- "RUSTICA: - Situada en el Barrio NARANJALES del-término municipal de Las Marías, Puerto Rico com--puesta de:-------- CINCUENTA Y UNA CUERDAS más ó menos de terreno-equivalentes a veinte hectáreas, cuatro áreas, y--cincuenta centíareas, en lindes por el:--------NORTE: - con terrenos de Andres Massari, los de--Nicanor Bayrón y los de Francisco Marrero, al--------SUR: - con terrenos de Francisco Marrero y los de Miguel Esteves; al--------ESTE:- con terrenos de Nicanor Bayrón y los de--Francisco Marrero y al--------OESTE: - con terrenos de Miguel Esteves y Julio --Vicenty."--------Según la inscripción décima-novena dice que la-finca fué mensurada y resultó con una cabida de Cin cuenta y Tres Cuerdas con Tres Céntesimas de otra,equivalentes a veinte hectareas, ochenta y cuatro-áreas, veintiocho centíareas.--------Enclava una casa de una sola planta destinada avivienda de cemento que mide cuarenta y cinco pies, por dieciocho pies, en columnas.-------Enclava además una casa almacén de concreto, dos casas de arrimados, una casilla de madera y zinc, y un acueducto de agua con motor e instalación de luz ---Inscrita al folio treinta y uno (31) del tomo--noventa y siete (97) de Las Marías, finca número--quinientos ochenta y uno (581).---------TITULO Y CARGAS--------SEGUNDO:- Adquirió el compareciente de la prime-

ra parte la antes descrita propiedad a virtud de laescritura número Ciento Diez (110) de Compraventa--

con Reconocimiento de Hipotecas, otorgada en esta--

Case 3:21-cv-01007 Document 1=3-No Next 01 €08 21 - Reagen 10 €0 (14) de mayo de mil---

novecientos ochenta y cuatro, por compra a don Nels Cuebas Torres y su esposa Socorro Medina Rivera. ------Se halla afecta a las siguientes hipotecas las-que son objeto de este documento:--------(1) HIFOTECA a favor de Estados Unidos de América actuando por conducto y a través de la Administracio de Hogares de Agricultores por la suma principal de-DIECISEIS MIL DOLARES (\$16,000.00) con intereses arazón de Cinco (5) por ciento anual, otorgada a virtud de la escritura número Sesenta y Tres (63) de---Hipoteca Voluntaria de fecha veinte (20) de mayo demil novecientos setenta y cinco, ante el Licenciado-Walter Vivaldi Olivieri, en Mayaguez, Puerto Rico.-con vencimiento a los treinta (30) años de la fechade la escritura y del pagaré.-------(2) Hipoteca a favor de Estados Unidos de América actuando por conducto y a través de la Administració de Hogares de Agricultores, por la suma principal de CUARENTA MIL DOLARES (\$40,000.00) con intereses a--razón de DOCE Y CUARTO (12.25) por ciento anual,---otorgada el día quince de abril de mil novecientos-ochenta y uno (1981) a virtud de la escritura número Ciento Sesenta y Dos (162) otorgada en esta Notaría, con vencimiento a los cuarenta (40) años del otorgamiento de la escritura y el pagaré.-------TERCERO:- Sigue manifestando el DEUDOR HIPOTECARIO que con el fin de reamortizar las indicadas hipotecas por las antes indicadas sumas de DIECISEIS MIL DOLARI (\$16,000.00) y CUARENTA MIL DOLARES (\$40,000.00) deprincipal, antes reseñadas, solicitó y obtuvo el consentimiento del acreedor hipotecario, ESTADOS UNIDOS de América, actuano por conducto y a través del Ad-ministrador de la Administración de Hogares de Agri-

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tulada "Consolida J Farmers Home Administration Ac of 1961" y el reglamento aprobado al efecto para-reamortizar deudas hipotecarias.-------CUARTO: - Manifiesta el deudor hipotecario el com pareciente de la primera parte que son de su propio y personal conocimiento todas y cada una de las obl gaciones, cláusulas y estipulaciones contenidas ó-mencionadas en las escrituras de hipotecas antes me cionadas, y en este acto y en forma clara, solemney terminante se obliga a cumplir todas y cada una d dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agri-cultores (FinHa).---------REAMORTIZACION Y MODIFICACIONES DE PAGO----------DE LOS PAGARES E HIPOTECAS--------QUINTO:- Manifiesta el compareciente de la segun da parte, en el carácter que ostenta, que habiendosido aceptado el deudor hipotecario, el comparecien de la primera parte, para recibir los beneficios de la Lay del Congreso "Consolidated Farmers Home Ad-ministration Act of 1961", según enmendada ha conve nido en reamortizar y modificar las formas de pagode los plazos consignados en los pagarés y en las-hipotecas en la siguiente forma:-------Uno; - En la hipoteca por la suma principal de DI CISEIS MIL DOLARES (\$16,000.00) en la siguiente form ---El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al día tres (3) de septiembr de mil novecientos ochenta y cinco dió un saldo deudor montante a la suma de: SEIS MIL CIENTO OCHENTA Y CUATRO DOLARES CON TREINTA Y NUEVE CENTAVOS-----(\$6,184.39).----

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y el cual habrá de ser pagado en la siguiente forma: ---CUATROCIENTOS NOVENTA Y SIETE DOLARES----en ó antes de enero primero de mil novecientos ocher y seis (1986) y CUATROCIENTOS NOVENTA Y SIETE DOLA RES (\$497.00)----- en ó antes de cada enerc primero subsiguiente, excepto el pago final del tota de la deuda aquí evidenciada se hará en ó antes del primero de enero del año dos mil cinco (2005).--------Dos:- En la hipoteca número dos por la suma principal de CUARENTA MIL DOLARES (\$40,000.00) en la siguiente forma:--------El importe de este pagaré y la hipoteca que lo ga rantiza reamortizado al día tres de septiembre de mi. novecientos ochenta y cinco dió un saldo deudor montante a La suma de:--------CINCUENTA Y TRES MIL NOVECIENTOS OCHENTA Y OCHO--DOLARES CON OCHENTA Y OCHO CENTAVOS (\$53,988.88) con intereses a razón de Doce y Cuarto (12.25) por ciento anual, el oual devengará intereses a razón de CINCOy Cuarto (5.25) por ciento anual y el cual habrá de-ser pagado en la siguiente forma:-------- NOVECIENTOS VEINTICINCO DOLARES (\$925.00) en 6 antes de enero primero de mil novecientos ochenta y sei (1986) y TRES MIL CUATROCIENTOS TRES DOLARES (\$3,403. 00) en ó antes de cada enero primero subsiguiente,-excepto el pago final del total de la deuda aquí evidenciada se hará en ó antes del primero de enero del año dos mil veintiuno (2021).-------SEXTO:- El compareciente DON ARNALDO TORRES QUIÑON en el carácter que ostenta me hace entrega en este-acto a mí el Notario de los pagarés garantizados con las hipotecas reseñadas, objeto de modificación,----

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Case 3:21-cv-01007 Document 1931-Filed 0190921quPageh48 of da negociados ni grava dos en forma algur... ninguno de ellos, por su actual. tenedor y poseedor Estados Unidos de América, y unavez identificados por mí el Notario, cerciórandome-que se trata de los mismos pagarés procedo a poner-al dorso de cada uno de ellos su nota correspondient ---Al pagaré por la suma de DIECISEIS MIL DOLARES---(\$16,000.00) de principal:------- "El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al día 3 de septiembre de 198 dío un saldo deudor montante a la suma de: -----(\$6,184.39)----- con intereses a razón de 5% anua el cual devengará intereses a razón de 5% anual y el cual habrá de ser pagado en la siguiente forma:----(\$497.00)----- en ó antes de enero primero de-1986 y (\$497.00)----- en δ antes de cada ener primero subsiguiente, excepto el pago final del tota de la deuda aquí evidenciada se hará en ó antes delprimero de enero del año 2005, según resulta de la-escritura número Ciento Cuarenta y Seis (146)----. de fecha 3 de septiembre de 1985 ante el Notario Ramón Rafael Lugo Beauchamp. DOY FE.-------En Lares, Puerto Rico a 3 de septiembre de 1985.----FIRMADO; SIGNADO; SELLADO Y RUBRICADO; RAMON RAFAI LUGO BEAUCHAMP, Notario-Público.--------Al pagaré por la suma principal de CUARENTA MIL--DOLARES (\$40,000.00).------- "El importe de este pagaré y la hipoteca que lo--

garantiza reamortizado al día 3 de septiembre de 198 dió un saldo deudor montante a la suma de:--------\$53,988.88 con intereses a razón de 12.25% anual-el cual devengará intereses a razón de 5.25% anual yel cual habrá de ser pagado en la siguiente forma:------\$925.00 en ó antes de enero primero de 1986 y-------\$3,403.00 en ó antes de cada enero primero subsi--guiente excepto el pago final del total della deuda-aquí evidenciada se hará en ó antes del primero de--enero del año 2021, según resulta de la escritura----

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Case 3:21-cv-01007 Document 1n3meFiled Oth/08/Q1er-Pagey14ent 1(446)----de fecha 3 de sept...embre de 1985 ante el Notario---Ramón Rafael Lugo Beauchamp. DOY FE.--------En Lares, P:R: a 3 de septiembre de 1985.-------FIRMADO; SIGNADO; SELLADO Y RUBRICADO; RAMON----RAFAEL LUGO BEAUCHAMP, Notario-Público.-------Una vez puesta la nota en cada uno de los pagaré los devuelvo al compareciente de la segunda parte e el carácter que ostenta.--------Los comparecientes solicitan del Registro de la-Propiedad se tome razón de la presente escritura alos fines legales de rigor.----------ACEPTACION Y ADVERTENCIAS--------Los comparecientes aceptan esta escritura en toda sus partes. Se hicieron las advertencias legales derigor. -----OTORGAMIENTO--------Así lo dicen y lo otorgan los comparecientes porante mí el Notario, luego de haber renunciado al derecho que les hice saber tenían para requerir la---presencia de testigos instrumentales.---------LEC TURA-------Leída en alta voz esta esoritura a los otorgantes por mí el Notario y leída tambien personalmente por ellos en la misma se ratifican, fijan sus iniciales-

pr. de le Ceru

en todos y cada uno de los folios de este documentoy firman en este acto por ante mí el Notario que----DOY FE de todo lo consignado anteriórmente en el----presente documento público.------ FmHA Form 1940-17 (S) (Rev. 11-1-78)



UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: FO

In accordance with:

X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

Name: NELSON CUEBAS TORRES

State: PUERTO RICO

Office: LARES
Case Number: 63-34Date: APRIL 15, 1981

ACTION REQUIRING NOTE:

X Initial Loan Subsequent Loan

Consolidation and Subsequent Loan

Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FORTY THOUSAND DOLLARS (\$40,000.00), plus interest on the unpaid principal of TWELVE and ONE QUARTER (12 ¼ %) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
NELSON CUEBAS TORRES (BORROWER)
[Signature]
SOCORRO MEDINA RIVERA (BORROWER)

Box 583. Maricao, PUERTO RICO 00705

The amount of this promissory note and the mortgage securing it was re-amortized on September 3 1985, and had an unpaid balance of \$53,988.88 with interests at the annual rate of 12.25% which shall accrue interests at the annual rate of 5.25% and shall be paid as follows:

\$925.00 on or January first 1986 and

\$3,403.00 on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be paid on or before January first of the year 2021, pursuant to deed number 146 executed on September 3, 1985 before the notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS. In Lares, Puerto Rico, September 3, 1985.

PAYMENT LOG

AMOUNT DATE AMOUNT DATE AMOUNT DATE \$40,000.00 02/04/81 \$

TOTAL: \$40,000.00

The amount of this promissory note and the mortgage securing it was re-amortized on January 18, 1991 and had an unpaid balance of \$51,437.44 of principal with interests at the annual rate of five percent (5%) which shall accrue interests at the annual rate of 5% and the amount of \$2,848.44 of NON capitalizable interests which shall NOT accrue interests, to make a total of \$54,285.88 and such debt shall be assumed and paid as follows:

\$1,000.00 on or January first 1992; \$1,500.00 on or before January first of the year 1995, and this same amount on or before January first of the years 1993 and 1994;

\$3,752.00.00 on or before January first of 1995, and this same amount of \$3,752.00 on or before every January first subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be paid on or before January first of the year 2021, pursuant to deed number three (3) executed this same date before the notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS.

In Lares, Puerto Rico, January 18 of 1991.

[Signature] Ramon Lugo Beauchamp Public Notary

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this 24th day of April of 2007

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/2010

Forms FmHA 990917(8) 1-CV-010 (Rev. 11-1-78).	07 Document 1-4 Filed 01/08		
DEPARTAMENTO DE AGRIC	CSE DE PRESTAMO FO Tipo: De acuerdo a: Consolidated Farm & Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978		
ADMINISTRACION DE H			
PA			
Nombre NELSON CUEBA	S TORRES	ACCION QUE REQUIERE PAGARE:	
Estado PUERTO RICO	Oficina LARES	Préstamo Inicial I Nuevo Plan de Pago Préstamo Subelguiente I Reamortización Consolidación y préstamo II Venta a Crédito	
Caso Núm. 63-34-	Fecha 5 DE ABRIL DE 1981	subsiguiente	
pagaremos a la orden de Estado	s Unidos de América, actuando por co	ro co-deudor mancomunada y solidariamente nducto de la Administración de Hogares de denominado en adelante el "Gobierno") o su	
o en otro sitio designado por el G	obierno por escrito, la suma principal d	CUARENTA MIL DOLARES	
00/10	•		
***************************************		más intereses sobre el principal adeudado al	
	DOCE Y CUARTO POR C	IENTO (12 1/4 %) anual. Si este pagaré	
CAMBIAR EL PORCIENTO D Agricultores, no más frecuente o anticipación a su última dirección. en los reglamentos de la Adminis	E INTERES, de acuerdo con los regis que trimestralmente, notificando por co El nuevo tipo de interés no deberá exced tración de Hogares de Agricultores par	erior "Clase de Préstamo"), el Gobierno puede mentos de la Administración de Hogares de orreo al Prestatario con treinta (30) días de ler el porciento de interés más alto establecido a el tipo de préstamo arriba indicado.	
interés diferente, en o antes de la			
\$	en enero 1, 19 84 \$ en enero 1, 19 85 \$ en enero 1, 19 85 \$ en enero 1, 19 : \$	en enero 1, 19 ; n enero 1 de cada año hasta que el principa	
anteriormente, vencera y sera pag	adero en anos de la fecha de es	n enero 1 de cada año hasta que el principa la deuda aquí evidenciada, de no ser pagada ste pagaré y excepto que se podrán hacer pagos espaldará cualquier convenio modificando e	

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Jay-Ce Agricultura

Forms FmHA 1940-17 (S. (Rev. 11-1-78)

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos, a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
\$	% .	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Nelson Cuebas Torres (Prestatario,

Socorro Medina Rivera (Prestatario,

Box 583 Maricao, P.R. 00706

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/ /	REGISTRO DE ADELANTOS					
CANTIDAII	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA	
\$40,000,60	04-02-01	\$		\$		
	V-V2-01	\$		\$		
\$ 1/		\$		\$		
\$ //		8		\$		

TOTAL \$40,000.00

Jay-Ce Agricultura

Posición 2

Forma FmHA 1940-17 (S. (Rev. 11-1-78)

FmHA Form 460-9(S) (Rev. 2-11-76)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

ASSUMPTION AGREEMENT (Same Terms – Eligible assignee)

TYPE OF LOAN: FO (Specify) Direct: Insured: X	
VETERAN YES	X NO
RACE	
W B 2	X O
CASE NUMBER:	63-34
	NT, dated MAY 19, 1984, between United States of America, (Date of the Statement)
acting through th	e Farmers Home Administration, hereinafter called the "Government", and PEDRO
	O and his wife, hereinafter referred to as the assuming party,
whose mailing add	iress is San Rafael # 108, Mayaguez, Puerto Rico
WE GRANT:	
The Government indebtedness gran	is the holder or guarantor of a loan(s) evidenced through certain document(s) of ted to the present borrower(s): NELSON CUEBAS TORRES and SOCORRO MEDINA

TABLE I

RIVERA 63-34-582422328 which are identified as follows:

DOCUMENT TYPE	DATE ISSUED	PRINCIPAL AMOUNT	BALANCE ON DATE	GIVEN	INTEREST RATE	INSURANCE RATE
			PRINCIPAL "	INTEREST		
NOTE	4/15/84	40,000.00	\$40,000.00	\$12,652.44	12 1/4	

In relation to such loan(s), the following guarantee documents were obtained for the properties described herein and located in the Municipality of _______, Puerto Rico.

TABLE II

SECURING DOCUMENT	DATE ISSUED	REGISTRY	BOOK, PAGE OR DOCUMENT NUMBER	PAGE
Voluntary Mortgage	4/15/81	Mayaguez	Volume 97 Farm 581	31

In consideration of the (1) assumption of the debt mentioned herein and (2) the Government's consent to such assumption and the transfer or sale to the assuming party, the following has been agreed:

- 1. The assuming party, jointly and severally, assumes the obligation and agrees to pay to the Government or to the order of the insured lender through the Government, provided that the insured lender be the holder of such document(s) of indebtedness, at the office of the Farmers Home Administration indicated below, the total amount owed under said debt and security instrument(s) according to terms set forth therein, except for any installment of the loan on FO that is due and payable on March 31, shall be due and payable on January 1. The assuming party agrees in that the payments will be first credited to any delay for said debt.
- 2. The stipulations of such debt and the security instrument(s) and any subsequent agreement granted or made by the current debtors, except as herein modified, will continue in full force and the assuming party assumes the obligation and agrees to be obligated to and comply with all agreements, arrangements and conditions contained in such instrument(s) and agreement(s), with exception of those which are modified herein, as though the same were granted by them as of the date of the documents, as though they were the original debtors, including any obligation to pay the Government a charge for insurance plus interests if these were consigned in said document(s).
- 3. REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares. This paragraph shall not be applicable to any co-signor of this agreement, pursuant to section 502 of the Housing Law of 1949, to compensate for any deficiency in payment of any other undersigning individuals.
- 4. This agreement is subject to the current regulations of Farmers Home Administration and future regulations not inconsistent with that which has been expressly stated herein.
- 5. When the loan(s) subrogated(s) herein belong(s) to an insured lender, the prepayments made by the assuming party, with exception of the final payment, shall be held by the Government and remitted to the lender on the due date of the annual payment or as is established by the regulations of Farmers Home Administration. The final payment will be remitted promptly. The effective date of all the payments made by the assuming party will be the date such payment has been made. The Government will pay the interest to which the lender is entitled accruing between the effective date of payment and the date of the Treasury check to the lender.

ASSUMING PARTY	
[Signature]	
	(Borrower)
[Signature]	
	(Co-Borrower)
UNITED STATES OF AMERICA By [Signature]	
	(Title)
FARMERS HOME ADMINISTR	ATION
(Address of Local Office)	

CERTIFICATE

I hereby certify that the attached Assumption Agreement is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed

24th day of April of 2007.

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

case 3:21 DE CARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS 12

Forma FmHA 460-9(S) (Rev. 2-11-76) CONVENIO DE SUBROGACION (Términos Iguales - Cesionario Elegible) Veterano Clase de Préstamo C Si ₽ No F.O. Raza □ ν **γ**□ ο (Especifique) Caso Núm. 63-34-☐ Director Asegurado de 19______. entre Estados ESTE CONVENIO, fecha el día 19 de Unidos de América, actuando por conducto y a través de la Administración de Agricultores, denominado en adelante el "Gobierno", y Pedro Ortíz Cordezo _ su esposa, denominados en adelante "subrogante", cuya dirección San Rafael #108, Mayaguez, P.R. postal es_ OTORGAMOS: POR CUANTO el Gobierno es el tenedor o asegurador de un préstamo(s) por cierto(s) instrumento(s) de deuda otorgado(s) por el (los) presente(s) deudor(es)* Nelson Cuebas Torres y Socorro Medina Rivera 63-34-582 42 2328 y que se identifica(n) como sigue: TABLA I CLASE DE **FECHA** CANTIDAD INSTRUMENTO OTORGADO PRINCIPAL PRINCIPAL INTERESES Pagare 15.4.81 40.000.00 40.000.00 12,652.44 12 1/4 POR CUANTO en relación con dicho(s) préstamo(s) los siguientes documentos de garantía fueron obtenidos sobre las propiedades en ellos descritas y situadas en el Municipio de Puerto Rico. * Enumere todas las personas responsables del pagaré, hono o convenio de subrogación. TABLA II DOCUMENTO **FECHA** TOMO, FOLIO O NUMERO REGISTRO **FOLIO** OTORGADO **DEL DOCUMENTO** 15-4-81 Mayaguez Tomo-97 Voluntaria 31 Finca-# 581

Case 3:21-cv-01007 Document 1-4 Filed 01/08/21 Page 12 of 12

POR TANTO, en consideración y al traspaso o venta a el (los) subrogante(s), de la propiedad en garantía se conviene en lo siguiente:

- 1. El (los) subrogante(s) mancomunada y solidariamente asume(n) la obligación de y conviene(n) en pagar a la orden del Gobierno o a la orden del prestamista asegurado por conducto del Gobierno, siempre y cuando el prestamista asegurado sea el tenedor de dicho instrumento(s) de deuda, en la oficina de la Administración de Hogares de Agricultores abajo indicada, el importe total adeudado bajo dicha deuda e instrumento(s) de garantía de acuerdo con los términos en ellos estipulados, excepto que cualquier plazo de préstamo sobre tenencia de finca (FO) que venza y sea pagadero en marzo 31 vencerá y será pagadero el 1 de enero, que preceda. El (los) subrogante(s) conviene(n) en que los pagos se aplicarán primero a cualquier atraso en dicha deuda.
- 2. Las estipulaciones de dicha deuda y en el (los) instrumento(s) de garantía y cualesquiera convenio existente otorgado o asumido por los presentes deudores, excepto como aquí modificados, continuarán en toda su fuerza y vigor y el subrogante asume la obligación de y conviene en estar obligado por y a cumplir con todos dichos convenios, acuerdos y condiciones contenidos en dicho(s) instrumento(s) y convenio(s), excepto como quedan aquí modificados, como si los mismos hubiesen sido otorgados desde la fecha de los mismos, por ellos como deudores originales, incluyendo cualesquiera obligación de pagar al Gobierno un cargo por seguro en adición a los intereses si así fuere consignado en dicho(s) documento(s).
- 3. ACUERDO DE REFINANCIAMIENTO: Si en cualquier momento el Gobierno entiende que el (los) PRESTATARIO(S) le(s) es posible obtener un préstamo de una fuente de crédito responsable, cooperativa o privada a términos y condiciones razonables para préstamos con propósitos y períodos de tiempo similares, el (los) PRESTATARIO(S), a solicitud del Gobierno solicitará(n) y aceptará(n) un préstamo en cantidad suficiente para pagar en su totalidad el (los) préstamo(s) asumido(s) y, si el prestamista es una cooperativa, para pagar por las acciones necesarias. Este párrafo no aplicará a ningún co-firmante en este acuerdo conforme a la Sección 502 de la Ley de Hogares de 1949, para compensar por una habilidad deficiente de pago de otra(s) persona(s) abajo firmante(s).
- 4. Este convenio está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los reglamentos futuros no inconsistentes con lo expresamente aquí consignado.
- 5. Cuando el (los) pagaré(s) aquí subrogado(s) sea(n) poseído(s) por un prestamista asegurado, los pagos adelantados efectuados por el (los) subrogante(s), excepto el pago final, podrán ser retenidos por el Gobierno y remitidos al prestamista a base del vencimiento del pago anual o a base de lo establecido por los reglamentos de la Administración de Hogares de Agricultores. El pago final será remitido prontamente. La fecha efectiva de todo pago efectuado por el (los) subrogante(s) será la fecha en que dicho pago ha sido efectuado. El Gobierno pagará los intereses a los cuales el prestamista tiene derecho entre la fecha efectiva del pago y la fecha del cheque del Tesoro al prestamista.

PAI Colle Prestatario	RTE SU	BROGAT	NTE:	<i></i>	
Co-Prestatario)			· · · · · · · · · · · · · · · · · · ·	
ESTADOS U		DE AME	ERICA		
ADMINISTR (Título)	ACION	DE HOO	GARES DE	AGRICU	JLTORES
(Dirección Of	icina Lo	cal)	- <u></u>	•	

Form FmHA 427-1 PR 10/77



NUMBER ONE HUNDRED SIXTY-TWO

VOLUNTARY MORTGAGE

In the town of Lares, Puerto Rico, on April fifteen, nineteen eighty-one (1981),

IN MY PRESENCE

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public for this island, with residence in Lares, Puerto Rico and offices in Lares, Puerto Rico,

THERE NOW APPEAR

The persons named in paragraph TWELFTH of this mortgage, hereinafter called "mortgagor," and whose personal circumstances appear in said paragraph.

I attest to my personal acquaintance of the parties, as well as to their statements regarding their age, marital status, profession, and residence.

They assure me they are in full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document.

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, with all corresponding rights and interests, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or subrogation agreements, referred to hereinafter as "the note," whether one or more. The Government requires that additional monthly payments be made of one twelfth of the taxes, insurance

premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title V of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note;

but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt

payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as

insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under

the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of twelve and one quarter (12 ¼ %), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by

mortgaged for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the

property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of

collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, and of the note and

of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged properties in the amount of FIFTY-SIX THOUSAND DOLLARS

(\$56,000.00)

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: FORTY THOUSAND DOLLARS (\$40,000.00)., the note's principal, together with interest as stipulated at the annual rate of TWELVE and ONE QUARTER percent (12 1/4 %).

Two. Whenever the note is held by an insured lender: (A) FORTY THOUSAND DOLLARS (\$40,000.00),

to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) SIXTY THOUSAND DOLLARS (\$60,000.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note;

Three. In any event and at any time:

- (A) SIXTEEN THOUSAND DOLLARS (\$16,000.00) for interest upon default;
- (B) EIGHT THOUSAND DOLLARS (\$8,000.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;
- (C) FOUR THOUSAND DOLLARS (\$4,000.00) for court costs, expenses, and attorneys' fees in case of foreclosure;

(D) FOUR THOUSAND DOLLARS (\$4,000.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in paragraph THIRD of this mortgage is described as follows:

Promissory note executed in case number sixty-three dash thirty-four dash (63-34- (63-34- (63-34- (1981))))

in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal, plus interest on the unpaid balance at the annual rate of thirteen TWELVE and ONE QUARTER percent (12 ¼ %), until the principal is satisfied totally according to the terms, conditions and stipulations set forth in said note and as agreed between the borrower and the government: except for the final payment of the entire debt represented herein, which, if not satisfied sooner, will become due and payable FORTY (40) years from the date of this note. Said note has been executed as evidence of a loan made by the Government to the Borrower, pursuant to the law of the US Congress known as "Consolidated Farmers Home Administration Act of 1961," or pursuant to the Housing Act of 1949, both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. Of which description, I the authorizing notary, BEAR WITNESS.

ELEVENTH: The property referred to in this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Plot of land located in Barrio Naranjales in the Municipality of LAS MARIAS, Puerto Rico, with an approximate area of FIFTY-ONE CUERDAS* equivalent to twenty hectares, four area and fifty centiares. Its boundaries are: to the NORTH, with land belonging to Andres Massari, Nicanor Bayron and Francisco Marrero; to the SOUTH, with land belonging to Francisco Marrero and Miguel Esteves; to the EAST, with land of Nicanor Bayron and Francisco Marrero, and to the West, with land belonging to Miguel Esteves and Julio Vincenty.

According to measurements recorded in the nineteenth entry, the correct surface area is FIFTY-THREE CUERDAS and THREE HUNDREDTHS OF ONE CUERDA, equivalent to twenty hectares, eighty-four ares, twenty-eight centiares and fifty-eight miliares.

It has a one-story house made of concrete that measures forty-five feet by eighteen on the foundation.

It also has attached a storage shed, a guest house, one casita made of wood and zinc and one water aqueduct with motor and electric installation.

Recorded on page thirty-one (31), volume ninety-seven (97) of Las Marías, farm number five hundred eighty-one (581)

Borrower acquired the above mentioned farm through purchase from Ramon S. Vicens and Isabel A. Torres, pursuant to deed number one hundred seventy-one (171) executed on April fifteen 1981 in the City of Lares, P.R. before the Notary Ramon R. Lugo Beauchamp.

Said property is encumbered by a mortgage in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00) to the order of the United States of America and the mortgage furnished by this document.

TWELFTH: That, the appearing herein as mortgagees are MR. NELSON CUEBAS TORRES AND MRS. SOCORRO MEDINA RIVERA, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico; whose mailing address is PO BOX five hundred eighty-three (583), Maricao, Puerto Rico.

THIRTEENTH: The loan amount consigned herein was or will be used for agricultural purposes and construction and/ or repairs and / or improvements of the facilities in the described farm.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

^{*}Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.

FIFTEENTH: This mortgage extends expressly to any constructions or buildings currently existing on the aforementioned farm(s), and to any improvements, construction

or building constructed on said property while this mortgage loan furnished to the order of the Government is in effect, as verified by the current mortgagors or their assignees or trustees.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31 L.P.R.A. Sec. 1851).

SEVENTEENTH: Both mortgagor and mortgagee agree in that any stove, oven, heater that was purchased or partially or totally financed with proceeds of the loan herein secured, it will be considered as part of the property encumbered by this mortgage.

ACCEPTANCE AND WARNINGS

The parties accept this deed in its entirety, finding it has been drawn up according to their wishes and instructions. I, the Notary, have given the parties the pertinent legal warnings for these proceedings.

EXECUTION

So they say and approve the parties this deed before me, the Notary, without the appearance of witnesses to which right they waived after giving them advise thereof.

READING

Having read this deed in its entirety by me, the Notary, to the parties and having warned them about the right they have to read it by themselves, which they waived; they ratify it and place their initials in each and every one of the pages, sign it all in one proceeding and before me

I, the Notary, BEAR WITNESS to everything contained in this public instrument.

Signed: NELSON CUEBAS TORRES, SOCORRO MEDINA RIVERA SIGNED, STAMPED, SEALED, ENDORSED, RAMON RAFAEL LUGO BEAUCHAMP

I CERTIFY: That this is a true and exact copy of the original which is filed as number 162 in my protocol of public instruments of the current year. The applicable Sales Tax and Notary Tax seals are attached and cancelled in the original.

ATTESTING TO WHICH, and for delivery to the FARMERS HOME ADMINISTRATION, one of the parties, I issue this certified copy which I sign, stamp and endorse in Lares, Puerto Rico the same day of its execution leaving a note therein. I BEAR WITNESS.

[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
NOTARY PUBLIC
[Seals]

Recorded on page 33, volume 97 of Las Marías; farm number 581, 31st entry. Title and also encumbered by a mortgage to the order of the United States in the amount of \$16,000.00. Mayaguez on April 23, 1981.

No fees

[Signature] Recorder

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed the

24th day of April of 2007,

Signature/

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

Forma FmHA 427-1 PR 10/77

---- NUMERO CIENTO SESENTA Y DOS

7ax 816-5367 Marelita

En el pueblo de Lares, Puerto Rico a los quince dias del mes de ABRIL de mil novecientos ochenta y uno.--

----- ANTE MI -----

--- RAMON RAFAEL LUGO BEAUCHAMP-----Abogado y Notario Público de esta Isla con residencia y vecindad en Lares, Puerto Rico, -----y oficina en Lares, Puerto Rice

----COMPARCCEN ---

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aqui en adelante el "deudor hipotectrio" y cuyas circunstancias personales aparecen de dicho párrafo, _____

Doy se del conocimiento personal de los cumparecientes; así como por sus dichos de su edad, estado civil, profesión y vecindad. ----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento.

EXPONEN

PRIMERO. El deudor hipotecario es dueño de la finca o fincas descritas en ci parrato UNDECIMU asi como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes". -----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO -----

SERCERO Que el deudor hipotecario viene obligado para con Estados nidos de América, actuando por conducto de la Administración de Hogares Agricultores, denominado de aqui en adelante el "acreedor hipotecario", en glación con un préstamo o prestamos evidenciado por uno o más pagares convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avaluos (impuestos), primas de



FORMA FmHA 427.1

Forma FmHA-427-1 PR 10/77

seguros y otros cargos que se hayan estimados sobre la propiedad

CUARTO: Se sobreenniende que:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.

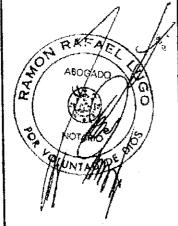
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dícho pagaré a su vez será el prestamista asegurado.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgatá y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el penedor cederá todos sus derechos y remedios contra el deudor hipotecario y elimptiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el higogré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al recedor hipotecario.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré.



Forma FmHA-427-1 PR 10/77

esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagare y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida hajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario

QUINTO Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantia del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseido por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aqui consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantia de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los biènes descritos en la párrafo UNDECIMO más adelante, así como sobre los dere intereses, servidumbres, derechos hereditarios, adhesiones ertenediares a los mismos, toda renta, créditos, beneficios de los mismos, y produces e ingreso de los mismos, toda mejora o propiedad personal en que en el fururo se adhiera o que sean razonablemente para el uso de los mismos, sobre las aguas, los derechos de agua o mes en los mismos, pertenecientes a las fineas o a todo pago que en cualquier tiempo se adeude il deudor hipotecario por virtud de la venta, artendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravamer quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de veneimiento, hasta su total

Forma FmHA-427-1 PR 10/77 solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: ---

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedot hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamísta asegurado, podrá ser acreeditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario.

Cualquier adelanto por el acrcedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del DOCE Y CUARTO — por ciento (121/4%) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga — (Cuatro) Fuere o no el pagaré asegurado por el acrcedor hipotecario.



RECCIO:

Rughes.

cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por tazón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses o razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aqui garantizada en el orden que el acreedor hipotecario determinare

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizades por el ácreedor hipotecario

(Siete) A pagar a su venemiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra furgo y otros riesgos serán en la forma y por las cantidades, términos y seráciones que aprobare el acreedor hipotecario.

Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes, no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, m cortará ni removerá madera de la finea, ni removerá ni permitirá que se remueva grava, atena, aceite, gas, carbón u otros minerales sin el consentimiento del acresdor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que



el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finea y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por si y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento

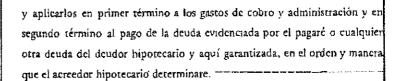
(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juncio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condicion se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca.

control si cualquier otra persona detentare con o impugnare el derecho de postisión del deudor hipotecario a los hienes, el deudor hipotecario amedia senente notificará al acreedor hipotecario de dicha acción y estacedor bigotecario, a su opción, podrá instituir aquellos procedimientos buesquerer necesarios en defensa de sus intereses y los gastos y desembolsos inclurido por el acreedor hipotecario en dichos procedimientos, serán accida deuda del deudor hipotecario y se considerarán garantizados de la hipoteca dentro del crédito adicional de la clausula hipotecaria para adelantos, gastos y otros pagos.

(Catoree) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos





(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos. vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo 🗽 🏿 ley y los términos de la misma; (Dos) incurrir y pagar los gastos ración bles para la reparación o mantenimiento de los bienes y cualquier stori obligación que el deudor hipotecario no pagó según se conviniere en hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y Calquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Fres) de solicitar la protección de la ley. -

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro



4

arte

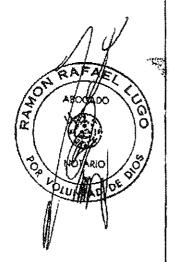
convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravemen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituíde u otorgar diferimiento o postergación de estahipoteca a favor de cualquier otro gravámen constituido sobre dichos hienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(reinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cialesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muralles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

Veintíuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan. Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de



SECCION

su residencia según se especifica más adelante. ----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incutriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobranté, se reembolsará al deudor hipotecario.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá-celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de

---CINCUENTA Y SEIS MIL DOLARES (\$56,000.00)-----

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahota en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cediere esta hipoteca sin asegurar el pagaré:

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:

(A)	CUARENTA						
			DOLARES (%)	ሰሰሰ	ሰስ		

Forma FmHA 427-1 PR para indemnizar al acreedor hipotecario por adelantos al prestamista 10/77 asegurado por motivo del incumplaniento del deudor hipotecario de pagar los plazos según se específica en el pagaré, con intereses según se especifica en el pártafo SEVTO, Tercero; ------(B) ---SESENTA MIL-----DOLARES (\$ 60,000,00) para indemnizar al acreedor hipotecario además contra cualquier pérdida Tres. En cualquier caso y en todo tiempo; ----(A)___DIECISEIS MIL____ ---- DOLARES (\$ 16,000,00) para intereses después de mora; -----(B) --- OCHO MIL----para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero: (C) ---CUATRO MI),--------- DOLARES (\$ 4,000.00) para costas, gastos y honorarios de abogado en caso de ejecución; (D) ---CUATRO MIL---------- DOLARES (\$ 4,000.00) para costas y gastos que incurriere el acreedor hipotecario en procedimientos gen defender sus intereses contra cualquier persona que intervenga a Apirene el derecho de posesión del deudor hipotecurio a los bienes segun se Wasigna en el parrafo SEXTO, Trece. DECIMO. Que el (los) pagaré(s) a que se hace referencia en el párente BRÉERO de esta hipoteca es (son) descrito(s) como sigue: --- ... - ... Pagaré otorgado en el caso numero sesenta y tres-treinta y-cuatro. ecozo el día quince (15) de ABRIL----- de mil novecientos ochenta y uno, ---(1981),-----



No. No.

por la suma de CUARENTA MIL DOLARES (\$40,000.00)-------- dólares de principal más intereses sobre el balance det principal adeudado a rozón del DOCE Y CUATRO (12 1/4)-----(12 1/4%) por ciento anual, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los CUARENTA (40)---- años de la fecha de este pagaré. Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ----UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue: ------- "RUSTICA: - Situada en el Barrio NARANJALES del tér mino muncipal de LAS MARIAS, Puerto Rico compuesta de: --- CINCUENTA Y UNA CUERDAS más o menos de terreno, --equivalentes a veinte hectáreas, cuatro áreas, y cincuenta centiáreas en lindes por el: --------NORTE: - con terrenos de Andrés Massari, los de Nicanor Bayrón y los de Francisco Marrero, al-----SUR: - con terrenos de Francisco Marrero y los de-ESTE: - con terrenos de Nicanor Bayron y los de---Francisco Marrero y al-------OESTE - con terrenos de Miguel Esteves y Julio---Vicenty."------Según la inscripción décima novena dice que la fin-a fyé mensurada y resultó con una cabida de de Cin-cuenta y Tres Cuerdas con Tres Céntesimas de otra, -regrivalentes a veinte hectareas, ochenta y cuatro área. eintecho centiareas ----enclava una casa de una sola planta destinada a-ivienda de cemento que mide cuarenta y cinco pies por dieciocho pies en columnas.-------Enclava además una casa simacén de concreto, dos-casas de arrimados, una casilla de madera y zinc, y un acueducto de agua con motor e instalación de luz.-------Inscrita al folio treinta y uno (31) del tomo----poventa y siete (97) de Las Marias, finca número qui--



13

DUODECIMO: Que comparecen en la presente escritura como----Deudores Hipotecarios: DON NELSON CUEBAS TORRES y DONA
SOCORRO MEDINA RIVERA, mayores de edad, casados entre
sí, propietarios y vecinos de Las Marías, Puerto Rico
cuya direccion postal es:

---Apartado quinientos ochenta y tres (583) Maricao.
Puerto Rico.

DECIMO TERCERO: El importe del préstamo aquí consignado se usó d será usado para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones físicas en la----finca(s) descrita(s).

1.2



descrita(a) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del ----préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes. DECIMO SEXTO: El deudor hipotecario por la presente----renuncia mancomunada y solidariamente por af y a nombre de-sus herederos causahabientes, sucesores o representantes a-favor del acreedor (Administración de Hogares de -----Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ----propiedad descrita en el parrafq undédimo y en los edificios allí enclavados o que en el futuro fueran construídos; ----renuncia esta permitida a favor de la Administración de ----Hogares de Agricultores por la Ley Número trace (13) del --veintiocho (28) de mayo de mil novecientos sesenta y nueve--DECIMO SEPTIMO: El acreedor y el deudor hipotecario -----convienen en que cualquier escufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpreterá como parte-de la propiedad gravada por esta Ripoteca. -----------------------ACEPTACION Y ADVERTENCIAS--------Los comparecientes aceptan esta escritura en todas-sus partes. Se hicieron las advertencias legales de---------OTORGAMIENTO --- Así lo dicen y lo otorgan los comparecientes por--ante mi el Notario, luego de haber renunciado al derecho que les hice saber tenían para requerir la presencia de testigos instrumentales .-------------------LECTURA--------Leida en alta voz esta escritura a los otorgantes por mi el Notario y habiendolés advertido del derecho a leer la por ellos mismos el cual renunciaron, en la misma se ratifican, fijam sus iniciales en todos y cada uno de-los folios de este documento y firman en un solo acto-por ante mi el Notario, que DOY FE de todo lo consignado anteriormente en el presente documento público. -----

FIR	MADOS:	- NEI	SON C	UEBAS	TORRES,	SOCORRO					
MEDINA RIVERA											
FIR	MADO,	SIGNA	DO, S	ELLAD	Y RUBR	ICADO,					
RAMON	RAFAEI	L LUGO	BEAU	CHAMP	,						

CERTIFICO: Que la que procede es copia fiel y exacta de se original que bajo el número obra en mi protocolo de instrumentos públices para el certiente aña. Hay adheridas y debidamente cancelades en el eriginal los correspondientes sellos de Rentas Internas e impuesta Notarial.

EN TESTIMONIO DE LO CUAL y para entregar a presente capia certificade, que F.RMO, SICNO, SELLO Y RUBRICO, en fuerte Rice, el misme día de su obreamiente dejande anotada su saca.

DOY FE.

RAMON DATASEL LUGO BEAUCHAMP

Inscrita este documento al folio 33 del Fono 99 de fras marias, finea f 58/e inscripción 3/- Hominio y gravada ademas con hipoteta a favor de E. U. A. por \$16,000.00. Mayaquez a 23 de abril de

Sin Dereches.

Hegistradas



DEED NUMBER THREE (3)

REAMORTIZATION OF MORTGAGE LOANS AND MODIFICATION OF MORTGAGES

In the town of Lares, Puerto Rico, on January eighteen (18), nineteen ninety-one (1991)

IN MY PRESENCE

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public, with residence in Lares, Puerto Rico, and offices on highway one eleven (111), kilometer twenty-four point (24.2) in Barrio Lares in Lares, Puerto Rico.

THERE NOW APPEAR

AS THE FIRST PARTY: AS MORTGAGEE: MR. PEDRO ORTIZ CORDERO (Social Security number 580-84-5484) of legal age, single, property owner and resident of Mayaguez, Puerto Rico.

AS THE SECOND PARTY: AS MORTGAGOR: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, represented herein by MR. ARNALSO TORRES QUIÑONES, (Social Security number), of legal age, married, employed and resident of Morovis, Puerto Rico, and who appears herein in his capacity as County Supervisor of Farmers Home Administration, Lares office, Puerto Rico, whose authority is duly noted in the Property Registry.

I BEAR WITNESS

To my personal acquaintance of the parties and to their statements regarding their age, marital status, profession and residence. They attest to having and, in my judgment they do have, the necessary legal authority for this deed, and as they are freely exercising their rights and nothing indicates that this is not the case, thus, freely,

THEY DECLARE:

FIRST: That the first party herein is the sole and unconditional owner of the following properties:

FARM NUMBER ONE (1): RURAL: Located in Barrio Naranjales in the municipality of LAS MARIAS, Puerto Rico, consisting of:

Approximately FIFTY-ONE CUERDAS* of land, equivalent to twenty (20) hectares, four (4) ares and fifty (50) centiares, with the following boundaries:

North: with the properties of Andrés Massari, Nicanor Bayrón and Francisco Marrero;

South: with the properties of Francisco Marrero and Miguel Esteves;

East: with the properties of Nicanor Bayrón and Francisco Marrero;

West: with the properties of Miguel Esteves and Julio Vicenty.

According to the nineteenth recording, the property was measured and gave a surface area of fifty-three point zero three *cuerdas* (53.03 *cds.*), equivalent to twenty (20) hectares, eighty-four (84) area and twenty-eigh (28) centiares.

There is a one-story cement house on the property, designed as a residence, that measures forty-five (45) feet by eighteen (18) feet, with columns, and there is also a concrete storage shed, two lean-to's, a small wooden and zinc hut and a water supply system with a motor and electric installation.

It is recorded on page thirty-six (36), volume ninety-seven (97) of Las Marías, farm five hundred and eighty-one (581).

FARM NUMBER TWO (2): RURAL: Plot of land marked as number twelve (12) in case number C-one thousand three hundred and eighty-two (C1382). It is located in Barrio Furnias in the municipality of Las Marías, Puerto Rico and consists of:

THREE CUERDAS* OF LAND (3.00 cds.*), equivalent to one (1) hectare, seventeen (17) ares and ninety-one (91) centiares and one thousand eight hundred and sixty-eight ten-thousandths (.1868) of another. It has boundaries as follows:

North: with plots numbers eleven (11) and seventeen (17);

South: with plots numbers five (5), six (6) and thirteen (13);

East: with pots numbers thirteen (13) and seventeen (17);

West: with plots numbers six (6) and eleven (11).

On the plot there is a house of cement and tuff blocks, cardboard roof and native wood, with interior cement and tuff block partitions. It measures thirty-three (33) feet across the front and twelve (12) feet deep and was built by the Puerto Rico Reconstruction Administration.

It is recorded on page one hundred and seventy-six (176), volume seventy-one (71) of Las Marías, farm number two thousand two hundred (2,200).

FARM NUMBER THREE (3): RURAL: Plot of land located in Barrio Naranjales in the municipality of Las Marías, Puerto Rico, with a surface area of: FIVE CUERDAS* (5.00 cds.*), equivalent to one (1) hectare, ninety-six (96) ares, fifty-one (51) centiares and ninety-five (95) miliares. It has the following boundaries:

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cds. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

North: with a plot of land subdivided from the main farm and sold to Carmen Julia Olmeda:

South: with a plot of land subdivided from the main farm;

East: with a stream that separates it from the property of Hacienda Anita; West: with a road that separates it from the property of Anastacio Ramos.

It is recorded on page twenty-five (25), volume one hundred and fourteen (114) of Las Marías, farm number three thousand three hundred and ninety-eight (3,398).

FARM NUMBER FOUR (4): RURAL: Located in Barrio Palma Escrita in the municipality of Las Marias, Puerto Rico, consisting of:

THIRTY-FOUR POINT SIXTY CUERDAS* (34.60 cds.*) of land, equivalent to thirteen (13) hectares, fifty-nine (59) ares and ninety-two (92) centiares. It has the following boundaries:

North: with Palma Escrita Road

South: with a stream

East: with the property of Ramón Frontera, with Eugenio Orsini's Hacienda Teresa and

with a stream

West: with the heirs of Gregorio Rochet.

It is recorded on page one hundred and sixty (160), volume one hundred and twenty-nine (129) of Las Marias, farm number six hundred and ninety-nine (699).

FARM NUMBER FIVE (5): RURAL: Plot of land in case C-one thousand eight hundred and thirty-five (C-1835), located in Barrio Palma Escrita in the municipality of Las Marias, Puerto Rico, with a surface area of:

THREE CUERDAS* (3.00 cds. *) of land, marked as number two (2). It has the following boundaries:

North: with a stream

South: with Eugenio Orsini and lot number four (4)

East: with Eugenio Orsini and property belonging to the Puerto Rico Reconstruction

Administration

West: with lot number one (1).

It has a house of tuff, cement and wood, with interior partitions of tuff and cement; it measures thirty-three (33) feet across the front and twelve (12) feet deep, and was built by the P.R.R.A.

It is recorded on page two hundred and three (203), volume fifty-three (53) of Las Marias, farm number one thousand six hundred and seventy-nine (1,679).

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cds. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

FARM NUMBER SIX (6): RURAL: Plot of land, number one (1) in case C-one thousand eight hundred and thirty-five (C-1835), located in Barrio Palma Escrita in the municipality of Las Marias, Puerto Rico, with a surface area of:

THREE CUERDAS* (3.00 cds.*) of land, equivalent to one (1) hectare, seventeen 917) ares, ninety-one (91) centiares and one thousand eight hundred and sixty-eight tenthousandths centiares (.1868). It has the following boundaries:

North: with a stream

South: with lots numbers two and three

East: with lot number two (2)

West: with a stream.

It is recorded on page forty (40), volume sixty-nine (69) of Las Marias, farm number two thousand one hundred and thirty-six (2,136).

FARM NUMBER SEVEN (7): RURAL: Located in Barrio Maricao Afuera in the municipality of Maricao, Puerto Rico, consisting of:

TEN CUERDAS* (10.00 cds.*) of land, equivalent to three (3) hectares, ninety-three (93) ares, three centiares and ninety (90) miliares. It has the following boundaries:

North: with the main farm from which it was subdivided;

South: presently with the heirs of Oms, previously with César Gómez;

East: with the heirs of Benigno Ramírez;

West: with highway on-twenty (120) that runs from Mayaguez to Maricao.

It is recorded on page two hundred and forty (240), volume sixty-six (66) of Maricao, farm number one thousand seven hundred and thirty-two (1,732).

TITLES

SECOND: The first party appearing herein acquired the farms described above as follows:

FARM NUMBER ONE (1): Pursuant to deed number one hundred and ten (110), dated May nineteen, nineteen eighty-four (1984), executed in this Notary office, through purchase from Nelson Cuebas Torres and his wife, Zocorro Medina Rivera.

FARM NUMBER TWO (2): Pursuant to deed number twenty-eight (28), dated February nineteen, nineteen eighty-six (1986), executed in this Notary office, through purchase from the United States of America.

FARM NUMBER THREE (3): Acquired pursuant to deed number one hundred and five (105), dated September thirteen, nineteen eighty-three (1983), through purchase from Mr. Carlos Camara Bernacet and Consuelo Comas, executed in this Notary office.

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cds. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

FARM NUMBER FOUR (4): Acquired pursuant to deed number one hundred and thirty-six (136), through purchase from Santiago Nuñez Irizarry and Lydia Rosado Beauchamp, executed in Mayaguez, Puerto Rico before the Notary Public Franklin Rodríguez Mangual.

FARM NUMBER FIVE (5): Acquired pursuant to deed number twelve (12), dated January twenty-three (23), nineteen eighty-seven (1987), executed in Mayaguez, Puerto Rico before the Notary Public José A. Olivieri Rodríguez, through purchase from Máximo Morales Rodríguez and Edelmira Rodríguez.

FARM NUMBER SIX (6): Acquired pursuant to deed number one hundred and sixty-three (163), dated December nine (9), nineteen eighty-six (1986), through purchase from Blanca Iriz Cruz Jimenez, executed in Mayaguez, Puerto Rico before the Notary Public José A. Olivieri Rodríguez.

FARM NUMBER SEVEN (7): Pursuant to deed number twenty-eight (28), dated February nineteen (19), nineteen eighty-six (1986), executed in this Notary office, through purchase from the United States of America.

CHARGES

FOURTH: The previously described farms are subject to the following charges:

FARM NUMBER ONE (1): Mortgages on behalf of the United States of America in the amounts of:

SIXTEEN THOUSAND DOLLARS (\$16,000.00)

FORTY THOUSAND DOLLARS (\$40,000.00)

TWELVE THOUSAND DOLLARS (\$12,000.00)

FIVE THOUSAND DOLLARS (\$5,000.00)

TWENTY-ONE THOUSAND DOLLARS (\$21,000.00)

THIRTY THOUSAND DOLLARS (\$30,000.00)

A criminal bail in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) is posted and TWO HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) to ensure the appearance of the accused, Milton Cintrón Ortiz, in criminal proceedings in the Superior Court of Puerto Rico, San Juan courtroom, issued on January three (3), nineteen ninety (1990), recorded on March five (5), nineteen ninety (1990).

FARM NUMBER TWO (2): Mortgages on behalf of the United States of America in the amounts of:

FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00)

TWELVE THOUSAND DOLLARS (\$12,000.00)

FIVE THOUSAND DOLLARS (\$5,000.00)

TWENTY-ONE THOUSAND DOLLARS (\$21,000.00)

THIRTY THOUSAND DOLLARS (\$30,000.00)

FARM NUMBER THREE (3): Mortgages on behalf of the United States of America in the amounts of:

TWELVE THOUSAND DOLLARS (\$12,000.00)

FIVE THOUSAND DOLLARS (\$5,000.00)

TWENTY-ONE THOUSAND DOLLARS (\$21,000.00)

THIRTY THOUSAND DOLLARS (\$30,000.00)

FARM NUMBER FOUR (4): Mortgage on behalf of Farm Credit Bank of Baltimore, in the amount of:

SIXTY THOUSAND DOLLARS (\$60,000.00), and a mortgage on behalf of the United States of America in the amount of THIRTY THOUSAND DOLLARS. Bail is posted under the same case indicated in farm number one (1), in the amounts of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), recorded on March fifteen (15), nineteen ninety (1990).

FARM NUMBER FIVE (5): Mortgage on behalf of the United States of America in the amount of:

THIRTY THOUSAND DOLLARS (\$30,000.00)

FARM NUMBER SIX (6): Mortgage on behalf of the United States of America in the amount of:

THIRTY THOUSAND DOLLARS (\$30,000.00)

FARM NUMBER SEVEN (7): Mortgage on behalf of the United States of America in the amounts of:

FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00)

TWELVE THOUSAND DOLLARS (\$12,000.00)

FIVE THOUSAND DOLLARS (\$5,000.00)

TWENTY-ONE THOUSAND DOLLARS (\$21,000.00)

THIRTY THOUSAND DOLLARS (\$30,000.00)

FIFTH: The subject of this deed are the mortgages described below which are to be reamortized and modified in the payment of the notes and mortgages:

MORTGAGE NUMBER ONE (1):

Mortgage on behalf of the United States of America in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal, with an interest rate of twelve point twenty-five percent (12.25%) per annum. Executed on April fifteen (15), nineteen eighty-one (1981), pursuant to deed number one hundred and sixty-two (162) in this Notary office, due forty (40) years from the date of execution of the mortgage and promissory note.

Said mortgage was reamortized pursuant to deed number one hundred and forty-six (146), dated September three (3), nineteen eighty-five (1985), executed in this Notary office, to the amount of FIFTY-THREE THOUSAND AND EIGHTY-EIGHT

DOLLARS AND EIGHTY-EIGHT CENTS (\$53,088.88), with an interest rate of FIVE POINT TWENTY-FIVE PERCENT (5.25%) per annum.

This mortgage covers farm number five hundred and eighty-one (581), designated as farm number one (1) of Las Marias, Puerto Rico.

MORTGAGE NUMBER TWO (2):

Mortgage on behalf of the United States of America in the amount of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00) of principal, with an interest rate of five point twenty-five percent (5.25%) per annum. It secures a promissory note dated February nineteen (19) nineteen eighty-six (1986) in the same amount, payable forty (40) years from the date of said promissory note, pursuant to the terms of Voluntary Mortgage deed number twenty-nine (29), dated February nineteen (19) nineteen eighty-six (1986), executed in this Notary office.

This mortgage encumbers farms number two thousand two hundred (2,200), designated as farm number two (2) of Las Marias, Puerto Rico, and farm number one thousand seven hundred and thirty-two (1,732), herein designated as farm number seven (7).

MORTGAGE NUMBER THREE (3):

Mortgage on behalf of the United States of America in the amount of TWELVE THOUSAND DOLLARS (\$12,000.00) of principal, with an interest rate of five percent (5%) per annum. It secures a promissory note dated June four (4) nineteen eighty-six (1986) in the same amount, payable seven (7) years from the date of said promissory note, pursuant to the terms of Voluntary Mortgage deed number eighty-seven (87), dated June four (4) nineteen eighty-six (1986), executed in this Notary office.

This mortgage encumbers farms number: FIVE HUNDRED AND EIGHTY-ONE (581), herein designated as farm number one (1); TWO THOUSAND TWO HUNDRED (2,200), herein designated as farm number two (2); THREE THOUSAND THREE HUNDRED AND NINETY-EIGHT (3,398), herein designated as farm number three (3); all of these are located in Las Marias; and farm number ONE THOUSAND SEVEN HUNDRED AND THIRTY-TWO (1,732), herein designated as farm number seven (7), located in Maricao, Puerto Rico.

MORTGAGE NUMBER FOUR (4):

Mortgage on behalf of the United States of America in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) of principal, with an interest rate of five percent (5%) per annum. It secures a promissory note dated June four (4) nineteen eighty-six (1986) in the same amount, payable forty (40) years from the date of said promissory note, pursuant to the terms of deed number eighty-eight (88), dated June four (4) nineteen eighty-six (1986), executed in this Notary office.

This mortgage encumbers farms number: FIVE HUNDRED AND EIGHTY-ONE (581), herein designated as farm number one (1); TWO THOUSAND TWO HUNDRED (2,200), herein designated as farm number two (2); THREE THOUSAND THREE HUNDRED AND NINETY-EIGHT (3,398), herein designated as farm number three (3);

all of these are located in Las Marias; and farm number ONE THOUSAND SEVEN HUNDRED AND THIRTY-TWO (1,732), herein designated as farm number seven (7), located in Maricao.

MORTGAGE NUMBER FIVE (5):

Mortgage on behalf of the United States of America in the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) of principal, with an interest rate of four point five percent (4.5%) per annum. It secures a promissory note dated March twenty-three (3) nineteen eighty-seven (1987) in the same amount, payable seven (7) years from the date of said promissory note, pursuant to the terms of Voluntary Mortgage deed number forty-two (42), executed in this Notary office.

This mortgage encumbers farms number: FIVE HUNDRED AND EIGHTY-ONE (581), herein designated as farm number one (1); TWO THOUSAND TWO HUNDRED (2,200), herein designated as farm number two (2); THREE THOUSAND THREE HUNDRED AND NINETY-EIGHT (3,398), herein designated as farm number three (3); all of these are located in Las Marias; and farm number ONE THOUSAND SEVEN HUNDRED AND THIRTY-TWO (1,732), herein designated as farm number seven (7), located in Maricao.

MORTGAGE NUMBER SIX (6):

Mortgage on behalf of the United States of America in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00) of principal, with an interest rate of nine point five percent (99.5%) [sic] per annum. It secures a promissory note dated April twenty-five (25) nineteen eighty-nine (1989) in the same amount, payable seven (7) years from the date of said promissory note, pursuant to the terms of deed number nine (9), dated April twenty-five (25), nineteen eighty-nine (1989), executed in this Notary office.

This mortgage encumbers all the farms described in the FIRST paragraph above, designated as numbers one (1) through, and including, seven (7).

FIFTH [sic]: The mortgagee states that in order to reamortize the previously described mortgage debts, he requested and obtained the approval of the mortgagor in order to reamortize the aforementioned mortgage debts.

SIXTH: The mortgagee states that he is personally aware of each and every one of the obligations, clauses and stipulations contained and/or mentioned in the aforementioned mortgage deeds, which gave rise to each one of the mortgages described above and which are the subject of this deed, and he hereby clearly, solemnly and absolutely agrees to comply with each and every one of the clauses therein.

SEVENTH: The mortgagor states, in the capacity he bears, that because the mortgagee qualified to receive the benefits of the Congress law known as "Consolidated Farm and Rural Development Act", he has agreed to reamortize and to modify the form of payment of the installments established in the promissory notes and in the mortgages as follows:

MORTGAGE NUMBER ONE (1):

In the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal, which was reamortized to the amount of FIFTY-THREE THOUSAND NINE HUNDRED AND EIGHTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$53,988.88). The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: FIFTY-ONE THOUSAND FOUR HUNDRED AND THIRTY-SEVEN DOLLARS AND FORTY-FOUR CENTS (\$51,437.44), and shall accrue interests at the annual rate of FIVE PERCENT (5%), plus the sum of TWO THOUSAND EIGHT HUNDRED AND

FORTY-EIGHT DOLLARS AND FORTY-FOUR CENTS (\$2,848.44) of non-capitalized interest, which shall not accrue interest, for a total of: FIFTY-FOUR THOUSAND TWO HUNDRED AND EIGHTY-FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$54,285.88), which debt shall be paid as follows:

ONE THOUSAND DOLLARS (\$1,000.00) on or before January first, nineteen ninety-two (1992):

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on or before January first nineteen ninety-three (1993) and nineteen ninety-four (1994);

THREE THOUSAND SEVEN HUNDRED AND FIFTY-TWO DOLLARS (\$3,752.00) on or before January first, nineteen ninety-five (1995), and that same sum of THREE THOUSAND SEVEN HUNDRED AND FIFTY-TWO DOLLARS (\$3,752.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and twenty-one (2021).

MORTGAGE NUMBER TWO (2):

In the amount of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00) of principal.

The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: FIFTEEN THOUSAND AND EIGHTY DOLLARS AND THIRTY-EIGHT CENTS (\$15,080.38), and shall accrue interests at the annual rate of FIVE PERCENT (5%), plus the sum of EIGHT HUNDRED AND THIRTY-FIVE DOLLARS AND TEN CENTS (\$835.10) of non-capitalized interest, which shall not accrue interest, for a total of: FIFTEEN THOUSAND NINE HUNDRED AND FIFTEEN DOLLARS AND FORTY-EIGHT CENTS (\$15,915.48), which debt shall be paid as follows:

SEVEN HUNDRED AND NINETEEN DOLLARS (\$719.00) on or before January first, nineteen ninety-two (1992);

SEVEN HUNDRED AND FIFTY-FIVE DOLLARS (\$755.00) on or before January first nineteen ninety-three (1993) and nineteen ninety-four (1994);

NINE HUNDRED AND EIGHTY-ONE DOLLARS (\$981.00) on or before January first, nineteen ninety-five (1995), and that same sum of NINE HUNDRED AND EIGHTY-ONE DOLLARS (\$981.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and twenty-six (2026).

MORTGAGE NUMBER THREE (3):

In the amount of TWELVE THOUSAND DOLLARS (\$12,000.00) of principal. The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: SEVEN THOUSAND THREE HUNDRED AND FORTY DOLLARS AND FIVE CENTS (\$7,340.05) and shall accrue interests at the annual rate of FIVE PERCENT (5%), plus the sum of THREE HUNDRED AND EIGHTY-SEVEN DOLLARS AND ELEVEN CENTS (\$387.11) of non-capitalized interest, which shall not accrue interest, for a total of: SEVEN THOUSAND SEVEN HUNDRED AND TWENTY-SEVEN DOLLARS AND SIXTEEN CENTS (\$7,727.16), which debt shall be paid as follows:

THREE HUNDRED AND FIFTY DOLLARS (\$350.00) on or before January first, nineteen ninety-two (1992);

THREE HUNDRED AND SIXTY-EIGHT DOLLARS (\$368.00) on or before January first nineteen ninety-three (1993) and nineteen ninety-four (1994); ONE THOUSAND THREE HUNDRED AND TWENTY-FOUR DOLLARS (\$1,324.00) on or before January first, nineteen ninety-five (1995), and that same sum of ONE THOUSAND THREE HUNDRED AND TWENTY-FOUR DOLLARS (\$1,324.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and one (2001).

MORTGAGE NUMBER FOUR (4):

In the amount of FIVE THOUSAND DOLLARS (\$5,000.00) of principal. The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: FOUR THOUSAND EIGHT HUNDRED AND FIFTY-SIX DOLLARS AND ELEVEN CENTS (\$4,856.11) of principal and shall accrue interests at the annual rate of FIVE PERCENT (5%), plus the sum of TWO HUNDRED AND FIFTY-SIX DOLLARS AND FOURTEEN CENTS (\$256.14) of non-capitalized interest, which shall not accrue interest, for a total of: FIVE THOUSAND ONE HUNDRED AND TWELVE DOLLARS AND SEVENTY-FIVE CENTS (\$5,112.75), which debt shall be paid as follows:

TWO HUNDRED AND THIRTY-TWO DOLLARS (\$232.00) on or before January first, nineteen ninety-two (1992);

TWO HUNDRED AND FORTY-THREE DOLLARS (\$243.00) on or before January first nineteen ninety-three (1993) and nineteen ninety-four (1994); THREE HUNDRED AND SIXTEEN DOLLARS (\$316.00) on or before January first, nineteen ninety-five (1995), and that same sum of THREE HUNDRED AND SIXTEEN DOLLARS (\$316.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and twenty-six (2026).

MORTGAGE NUMBER FIVE (5):

In the amount of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) of principal.

The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: FOURTEEN THOUSAND THREE HUNDRED AND NINETY-FIVE DOLLARS AND FIFTY-SIX CENTS (\$14,395.56)of principal and shall accrue interests at the annual rate of FOUR POINT FIVE PERCENT (4.5%), plus the sum of SIX HUNDRED AND EIGHTY-THREE DOLLARS AND TWENTY-NINE CENTS (\$683.29) of non-capitalized interest, which shall not accrue interest, for a total of: FIFTEEN THOUSAND AND SEVENTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$15,078.85), which debt shall be paid as follows:

SIX HUNDRED AND SEVENTEEN DOLLARS (\$617.00) on or before January first, nineteen ninety-two (1992);

SIX HUNDRED AND FORTY-EIGHT DOLLARS (\$648.00) on or before January first nineteen ninety-three (1993) and nineteen ninety-four (1994);

TWO THOUSAND TWO HUNDRED AND SEVENTY-ONE DOLLARS (\$2,271.00) on or before January first, nineteen ninety-five (1995), and that same sum of TWO THOUSAND TWO HUNDRED AND SEVENTY-ONE DOLLARS (\$2,271.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and one (2001).

MORTGAGE NUMBER SIX (6):

In the amount of THIRTY THOUSAND DOLLARS (\$30,000.00) of principal. The amount of this promissory note and the mortgage securing it, reamortized on January eighteen (18), nineteen ninety-one (1991) had an unpaid balance amounting to: TWENTY-NINE THOUSAND NINE HUNDRED AND SEVENTY-SIX DOLLARS AND FORTY-FOUR CENTS (\$29,976.44) of principal and shall accrue interests at the annual rate of FIVE PERCENT (5%), plus the sum of THREE THOUSAND AND THREE DOLLARS AND EIGHTY CENTS (\$3,003.80) of non-capitalized interest, which shall not accrue interest, for a total of: THIRTY THOUSAND NINE HUNDRED AND EIGHTY DOLLARS AND TWENTY-FOUR CENTS (\$30,980.24), which debt shall be paid as follows:

ONE THOUSAND DOLLARS (\$1,000.00) on or before January first, nineteen ninety-two (1992);

ONE THOUSAND DOLLARS (\$1,000.00) on or before January first nineteen ninety-three (1993);

ONE THOUSAND FOUR HUNDRED AND NINETY-NINE DOLLARS (\$1,499.00) on or before January first, nineteen ninety-four (1994);

FOUR THOUSAND TWO HUNDRED AND SEVENTY-SIX DOLLARS (\$4,276.00) on or before January first, nineteen ninety-five (1995), and that same sum of FOUR THOUSAND TWO HUNDRED AND SEVENTY-SIX DOLLARS (\$4,276.00) on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, two thousand and four (2004).

The second party appearing herein, MR. ARNALDO TORRES QUIÑONES, in the capacity he bears, gives me, the Notary, the original promissory notes secured by the aforementioned mortgages, and assures me that they have not been negotiated or burdened in any way by the current holder and owner, United States of America, and once they have been identified by me, the Notary, and I have ascertained that they are the same promissory notes, I proceed to attach the following note to the back of each one:

PROMISSORY NOTE OF MORTGAGE NUMBER ONE (1):

"The amount of this promissory note and the mortgage securing it, reamortized on January 18, 1991 had an unpaid balance amounting to: \$51,437.44 of principal and shall accrue interests at the annual rate of 5%, plus the sum of \$2,848.44 of non-capitalized interest, which shall not accrue interest, for a total of: \$54,285.88, which debt shall be paid as follows:

\$1,000.00 on or before January first, 1992;

(\$1,500.00 on or before January first, 1993 and 1994;

\$3,752.00 on or before January first, 1995, and that same sum of \$3,752.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2021, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

PROMISSORY NOTE OF MORTGAGE NUMBER TWO (2):

"The amount of this promissory note and the mortgage securing it, reamortized on January 18, 1991 had an unpaid balance amounting to: \$15,080.38 of principal, and shall accrue interests at the annual rate of 5%, plus the sum of \$835.10 of non-capitalized interest, which shall not accrue interest, for a total of: \$15,915.48, which debt shall be paid as follows:

\$719.00 on or before January first, 1992;

\$755.00 on or before January first, 1993 and 1994;

\$981.00 on or before January first, 1995, and that same sum of \$981.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2026, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

PROMISSORY NOTE OF MORTGAGE NUMBER THREE (3):

"The amount of this promissory note and the mortgage securing it, reamortized on January 18, 1991 had an unpaid balance amounting to: \$7,340.05 of principal and shall accrue interests at the annual rate of 5%, plus the sum of \$387.11 of non-capitalized interest, which shall not accrue interest, for a total of: \$7,727.16, which debt shall be paid as follows:

\$350.00 on or before January first, 1992;

\$368.00 on or before January first, 1993 and 1994;

\$1,324.00 on or before January first, 1995, and that same sum of \$1,324.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2001, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

PROMISSORY NOTE OF MORTGAGE NUMBER FOUR (4):

"The amount of this promissory note and the mortgage securing it, reamortized on January 18, 1991 had an unpaid balance amounting to: \$4,856.11 of principal and shall accrue interests at the annual rate of 5%, plus the sum of \$256.14 of non-capitalized interest, which shall not accrue interest, for a total of: \$5,112.75, which debt shall be paid as follows:

\$232.00 on or before January first, 1992;

\$243.00 on or before January first, 1993 and 1994;

\$316.00 on or before January first, 1995, and that same sum of \$316.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2026, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

PROMISSORY NOTE OF MORTGAGE NUMBER FIVE (5):

"The amount of this promissory note and the mortgage securing it, reamortized on January 18, 1991 had an unpaid balance amounting to: \$14,395.56 of principal and shall accrue interests at the annual rate of 4.5%, plus the sum of \$683.29 of non-capitalized interest, which shall not accrue interest, for a total of: \$15,078.85, which debt shall be paid as follows:

\$617.00 on or before January first, 1992;

\$648.00 on or before January first, 1993 and 1994;

\$2,271.00 on or before January first, 1995, and that same sum of \$2,271.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2001, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

MORTGAGE NUMBER SIX (6):

"The amount of this promissory note and the mortgage securing it, reamortized on January eighteen 18, 1991 had an unpaid balance amounting to: \$29,976.44 of principal

and shall accrue interests at the annual rate of 5%, plus the sum of \$3,003.80 of non-capitalized interest, which shall not accrue interest, for a total of: \$30,980.24, which debt shall be paid as follows:

\$1,000.00 on or before January first, 1992;

\$1,000.00 on or before January first, 1993;

\$1,499.00 on or before January first, 1994;

\$4,276.00 on or before January first, 1995, and that same sum of \$4,276.00 on or before January first of each year subsequently thereafter, except for the final payment of the debt assumed herein, which shall be made on or before January first, 2004, all of which is pursuant to deed number three (3) of this same date, before the Notary RAMON RAFAEL LUGO BEAUCHAMP. I BEAR WITNESS.

Lares, Puerto Rico, January 18, 1991.

At the end of each one of these notes, beneath the date, of every one of the promissory notes, these have been:

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

For the purpose of sale, in the case of foreclosure on the farms mentioned in this deed, these are appraised as follows:

MORTGAGE NUMBER ONE (1):

Farm number five hundred and eighty-one (581), of Las Marias, herein designated as farm number one (1), the amount of: FIFTY-FOUR THOUSAND TWO HUNDRED AND EIGHTY-FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$54,285.88).

MORTGAGE NUMBER TWO (2):

The two farms, number two thousand two hundred (2,200) of Las Marias and number one thousand seven hundred and thirty-two (1,732), of Maricao, are both appraised in the amount of: FIFTEEN THOUSAND NINE HUNDRED AND FIFTEEN DOLLARS AND FORTY-EIGHT CENTS (\$15,915.48).

MORTGAGE NUMBER THREE (3):

Each one of the following farms, number five hundred and eighty-one (581); number two thousand two hundred (2,200); number three thousand three hundred and ninety-eight (3,398), of Las Marias, are appraised in the amount of: SEVEN THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND SIXTEEN CENTS (\$7,277.16), and number one thousand seven hundred and thirty-two (1,732) of Maricao.

MORTGAGE NUMBER FOUR (4):

Each one of the following farms, number five hundred and eighty-one (581); number two thousand two hundred (2,200); number three thousand three hundred and ninety-eight (3,398), of Las Marias, are appraised and number one thousand seven hundred and thirty-two (1,732) of Maricao

MORTGAGE NUMBER FIVE (5):

Each one of the following farms, number five hundred and eighty-one (581); number two thousand two hundred (2,200); number three thousand three hundred and ninety-eight (3,398), of Las Marias, and number one thousand seven hundred and thirty-two (1,732) of Maricao are appraised at: FIFTEEN THOUSAND AND SEVENTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$15,078.85).

MORTGAGE NUMBER SIX (6):

Each one of the previously described farms is appraised in the amount of: THIRTY-TWO THOUSAND NINE HUNDRED AND EIGHTY DOLLARS AND TWENTY-FOUR CENTS (\$32,980.24).

EIGHTH: The contracting parties herein also agree that this deed of reamortization does not constitute a cancellation of the existing obligation (debt) which has already been mentioned, as no incompatibility exists between said existing obligation (debt) and the modification of the same under the terms and conditions stated herein. They thus request that the Property Registrar should make not of the same upon recording this document.

ACCEPTANCE AND WARNINGS

The appearing parties accept this deed in its entirety, as it conforms to their agreement. I, the Notary, in compliance with the dispositions of the law, gave them the pertinent legal warnings.

EXECUTION

Thus the parties state and execute before me, the Notary, after waiving their right (of which I informed them) to request the presence of instrumental witnesses.

READING

This deed was read aloud to the parties by me, the Notary, and after they read it themselves, they ratify it, and place their initials on each and every page of this deed, and they all sign together before me, the Notary, to all of which as well as to everything stated herein, I BEAR WITNESS.

[Signature]
PEDRO ORTIZ CORDERO
[Signature]
ARNALDO TORRES QUIÑONES
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Notary Public

SIGNED: PEDRO ORTIZ CORDERO; ARNALDO TORRES QUIÑONES

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That the original of this document consists of twenty-four (24) pages and that the initials of the parties and the endorsement of the Notary appear on every one of them.

I CERTIFY: That this true and exact copy of the original which is filed as number three (3) in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are adhered and cancelled in the original.

ATTESTING TO WHICH and for delivery to Farmers Home Administration (U.S.A.), I issue this certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature]
NOTARY PUBLIC
[Seals]

Recorded on page 250, side two, volume 66 of Maricao, farm number 1732, 9th recording. It is subject to five mortgages in the amounts of \$15,000.00, \$12,000.00, \$5,000.00, \$21,000.00 and \$30,000.00, on behalf of the United States of America, acting through Farmers Home Administration, and which are modified by virtue of this entry. In San Germán, July 10, 1992

No fees.

No fees.
[Signature]
Registrar
[Seal]

[Translator's note: The previous text is followed by a new page which is translated as follows:]

by me, the Notary, and after they read it themselves, they ratify it, and place their initials on each and every page of this deed, and they all sign together before me, the Notary, to all of which as well as to everything stated herein, I BEAR WITNESS.

[Signature]
PEDRO ORTIZ CORDERO
[Signature]
ARNALDO TORRES QUIÑONES
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Notary Public

SIGNED: PEDRO ORTIZ CORDERO; ARNALDO TORRES QUIÑONES

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That the original of this document consists of twenty-four (24) pages and that the initials of the parties and the endorsement of the Notary appear on every one of them.

I CERTIFY: That this true and exact copy of the original which is filed as number three (3) in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are adhered and cancelled in the original.

ATTESTING TO WHICH and for delivery to Farmers Home Administration (U.S.A.), I issue this certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature] NOTARY PUBLIC [Seals]

Recorded in:

Volume 143, Las Marias Page 75, side two, 84, 76, 85, 77, side two

Recording: 38th, 9th, 39th, 10th, 40th, 11, 41st, 12

Farm: 581, 2200

Volume 114, Las Marias and 147 [illegible] Page: 31, 31, side two, 32, side two, 83

Recording: 7th, 8th, 9th

Farm: 3398

Recorded in:

Volume: 129, Las Marias

Page: 164, side two Recording: 6th Farm: 699

Recorded in:

Volume: 69, Las Marias

Page: 41, side two Recording: 5th Farm: 2136 Recorded in:

Volume: 53, Las Marias Page: 206, side two

Recording: Farm: 1679

Charges:

I. Farm 1679

Mortgage on behalf of U.S.A. in the amount of \$30,000.00, which has been reamortized herein.

II. Farm 699

Charges: Mortgage on behalf of the Farm Credit Bank of Baltimore, in the amount of \$60,000.00, bail of \$75,000.00 and mortgage on behalf of U.S.A. for \$30,000.00 which has been reamortized herein. (34.6 cds., Foreclosure, P.R. Farm Credit)

III. Farm 3398

Charges: Mortgages on behalf of U.S.A. for \$12,000.00, \$5,000.00, \$21,000.00 and \$30,000.00 which have been reamortized herein. (5 cds. Sold)

IV. Farm 2136

Charges: Mortgage on behalf of U.S.A. in the amount of \$30,000.00, which has been reamortized herein.

V. Farm 581

Charges: Mortgage for \$16,000.00 on behalf of United States of America, and \$5,000.00, \$12,000.00, \$40,000.00, \$21,000.00 and \$30,000.00, also on behalf of United States of America, and which have been reamortized herein.

VI. Farm 2200

Charges: Mortgage on behalf of U.S.A. for \$15,500.00, \$5,000.00, \$12,000.00, \$21,000.00 and \$30,000.00, which have been reamortized herein.

CERTIFICATE

I hereby certify that the attached Reamortization of Mortgage Loans and Modification of Mortgages is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 28th day of August of 2004.

Nicole Harris

Signature

WITNESS my hand and official seal hereto affixed this

28th day of August of 2004.

Notary Public
State of Washington
Rosa Walker

Commission Expires 02-01-06

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06



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---ESCRITURA NUMERO TRES (3)-------- REAMORTIZACION DE PRESTAMOS HIPOTECARIOS Y--------MODIFICACION DE HIPOTECAS---------En el pueblo de Lares, Puerto Rico a los diec: ocho (18) dias del mes de ENERO-----de mil novecientos noventa y uno (1991).----------ANTE MI---------RAMON RAFAEL LUGO BEAUCHAMP, Abogado y Notario--Público con residencia y vecindad en Lares, Puerto Rico y estudio abierto en la Carretera Ciento Once (111) kilómetro veiticuatro punto dos (24.2) en el-Barrio Lares de Lares, Puerto Rico.-----------COMPARECE-------- DE UNA PRIMERA PARTE: - COMO DEUDOR HIPOTECARIO: ---- DON PEDRO ORTIZ CORDERO (Seguro Social Número---) mayor de edad, soltero, propietario yvecino de Mayaquez, Puerto Dico.-------- DE UNA SEGUNDA PARTE: - COMO ACRELDOR HIPOTECARIO --- ESTADOS UNIDOS DE AMERICA, actuano por conductoy a través de la Administración de Hogares de Agricultores, representada en este acto por DON ARNALDO-TORRES QUINONES (Seguro Social Número quien es mayor de edad,,casado, empleado y vecino de Morovis, Puerto Rico, y quien comparece en su carácter de Supervisor Local de la Administración de----Hogares de Agricultores, Oficina de Lares, Puerto--Rico, cuyas facultades constan debidamente acredi-tadas en el Registro de la Propiedad.--------Del conocimiento personal de los comparecientesy poir site dichos de su edad, ocupación, vecindad ye estanton c -Me aseguidan tener y a mi juicio tienen los com--



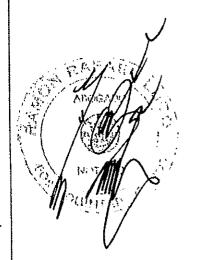
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perecientes la capacidad legalnecesaria para el---presente otorgamiento y hallándose en el plno gocede sus derechos civiles y sin que me conste nada en contrario, libre y espontaneamente:-----.____EXPONEN---------PRIMERO:- Que el compareciente de la Primera----Parte es dueño exclusivo y en pleno dominio de lassiquientes fincas:--------FINCA NUMERO UNO (1):-------- "RUSTICA:- Situada en el Barrio NARANJALES del-término municipal de LAS MARIAS, Puerto Rico, com-puesta de:--------CINCUENTA Y UNA CUERDAS (51.00 cds.) más o menos equivalentes a veinte (20) hectáreas, cuatro (4)--áreas, cincuenta (50) centiáreas, en lindes por el: ---NORTE:- con terrenos de Andrés Massari; los de--Nicanor Bayrón y los de Francisco marrero; al--------SUR:- con terrenos de Francisco Marrero y los de Miquel Esteves; al--------ESTE:- con terrenos de Nicanor Bayrón y los de--Francisco Marrero y al-------- OESTE: - con terrenos de Miguel Esteves y Julio--Vicenty."--------Según la inscripción décima novena dice que la-finca fué mensurada y resultó con una cabida de----Cincuents y Tres Punto Cero Tres Cuerdas (53.03 cds) equivalentes a veinte (20) hectáreas, ochenta y---cuatro (84) áreas y veintiocho (28) centiáreas.-------Enclava una casa de una sola planta destinada avivienda de cemento que mide cuarenta y cinco (45)pies por dieciocho (18) pies en columnas y enclavaademás una casa almacén de concreto, dos casas de-arrimados, una casiila de madera y zinc y un acue-ducto de agua con motor e instalación de luz.--------Inscrita al folio treinta y seis (36) del Tomo-noventa y siete (97) de LAS MARIAS, fince número--quinientos ochenta y uno (581).--------FINCA NUMERO DOS (2(:------#RUSTICA:- Parcela de terreno marcada con el número Droge (12) del Caso C-mil trescientos ochenta y desco GN 1382 radicada en el BARRIO FURNIAS del tér-

DN-25

P.OC.



mino municipal de LAS MARIAS, Puerto Rico, compuesta ---TRES CUERDAS (3.00 cds.) de terreno, equivalente a una (1) hectárea, diecisiete (17) áreas, noventay una (91) centiáreas, y mil ochocientas sesenta yocho (.1868) diez milesimas de otra en lindes al:-----NORTE:- con las parcelas números once (ll) y---diecisiete (17); por el--------SUR:- con la parcela número cinco (5) y seis (6) y trece (13); par el--------ESTE:- con la parcela trece (13) y diecisiete---(17) y al--------OESTE:- con la parcela seis (6) y once (11)."------Dentro de la parcela se encuentra enclavada unacasa de bloques de tosca y cemento, techo de cartón y maderas del país, con divisiones interiores de--tosca y cemento con frente de treinta y tres (33)-pies por doce (12) pies de fondo, construída por la P.R.R.A.."---------Inscrita al folio ciento setenta y seis (176)--del tomo setenta y uno (71) de Las marias, finca--número Dos Mil Doscientos (2,200).--------FINCA NUMERO TRES (3):--------"RUSTICA:- Porción de terreno radicada en el----Barrio NARANJALES del término municipal de-----LAS MARIAS, Puerto Rico , tiene una cabida de:--------CINCO CUERDAS (5.00 cds.) de terreno, equivá--lentes a una (1) hectárea, noventa y seis (96) áreas cincuenta y una (51) centiáreas, noventa y cinco---(95) miliáreas en lindes al:---------NORTE:- con parcela de terreno segregada de la-finca principal y vendida a Carmen Julia Olmeda; al ---SUR:- con parcela de terreno segregada de la---finca principal; al--------ESTE:- con quebrada que separa de terrenos de la Hacienda Anita y al--------OESTE:- con un Camino que la separa de terrenosde Anastacio Ramos."--------Inscrita al folio veinticinco (25) del Tomo----Ciento Catorce (114) de Las Marias, finca número---Tres Mil Trescientos Noventa y Ocho (3398).-----

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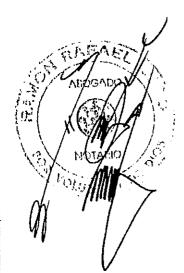
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---FINCA NUMERO CUATRO (4):--------"RUSTICA:- Finca radicada en el Barrio Palma---Escrita del término municipal de LAS MARIAS, Puerto Rico, compuesta de:-------- TREINTA Y CUATRO CUERDAS CON SESENTA CENTIMOS---DE OTRA (34.60 cds.) equivalentes a trece (13)----hectáreas, cincuenta y nueve (59) áreas, noventa ydos (92) centiáreas, colindando por el:---------NORTE:- con Camino de Palma Escrita; por el-------SUR:- con una quebrada; por el--------ESTE:- con terrenos de Ramón Frontera, con la---Hacienda Teresa de Eugenio Orsini y con una quebrada y por el--------OESTE:- con la Sucesión de Gregorio Rochet."-------Inscrita al folio ciento sesenta (160) del Tomo-Ciento Veintinueve (129) de Las Marias, finca número Seiscientos Noventa y Nueve (699).-------FINCA NUMERO CINCO (5):-------- "RUSTICA:- Parcela de terreno del caso C-mil---ochocientos treinta y cinco (CO1835) radicada en el Barrio Palma Escrita del término municipal de-----LAS MARIAS, Puerto Rico con una cabida superficial----TRES CUERDAS (3.00 cds.) de terreno, marcada con el número Dos (2) lindante por el:--------NORTE:- con una quebrada; al---------SUR:- con Eugenio Orsini y la parcela número---cuatro (4); por el--------ESTE:- con Eugenio Orsini y terrenos de la Puerto Rico reconstruction Administration y por el--------OESTE:- con la parcela número Uno (1)."--------Contiene y le pertene una casa de tosca, cemento y maderas con divisiones interiores de tosca y ce-mento, con un frente de treinta y tres (33) pies--por doce (12) pies de fondo, construida por la----P.R.R.A. "----------Inscrita al folio doscientos tres (203) del Tomo Cincuenta y Tres (53) de LAS MARIAS, finca número--Mil Seiscientos Setenta y Nueve (1,679).-----



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---FINCA NUMERO SEIS (6):-------"RUSTICA:- Parcela de terreno Número Uno (1) del caso número C-mil ochocientos treinta y cinco,-----(C-1835) radicada en el Barrio Palma Escrita del--término municipal de LAS MARIAS, Puerto Rico, com-puesta de:-------- TRES CUERDAS (3.00 cds.) de terreno, equivalen-tes a una (1) hectárea, diecisiete (17) áreas,---noventa y una (91) centiáreas y mil ochocientas sesenta y ocho diez milesimas (.1868) de centiareas,colinda por el:--------NORTE:- con una quebrada; por el--------SUR:- con las parcelas número dos y tres; al-------ESTE:- con la parcela número dos (2) y al--------OESTE:- con una quebrada."--------Inscrita al folio cuarenta (40) del tomo sesenta y nueve (69) de LAS MARIAS, fince número dos mil--ciento treinta y seis (2,136).--------FINCA NUMERO SIETE (7):--------"RUSTICA:- Radicada en el Barrio Maricao Afueradel término municipal de MARICAO, Puerto Rico, compuesta de:--------DIEZ CUERDAS (10.00 cds.) de terreno, equivalentes a tres (3) hectáreas, noventa y tres (93) áreas tres (3) centiáreas, noventa (90) miliáreas de te-rreno en lindes por el:--------NORTE:- con la finca principal de la cual se---segregó; al--------SUR:- con la Sucesión Oms, hoy, antes César Gómez ---ESTE:- con la Sucesión de Benigno Ramirez y al-----OESTE:- con la Carretera Número Ciento Veinte---(120) que de Mayaguez conduce al Barrio Maricao----Afuera, de Maricao."--------Inscrita al folio doscientos cuarenta (240) del-Tomo Sesenta y Seis (66) de MARICAO, finca número--Mil Setecientos Treinta y Dos (1,732).----------TITULOS--------SEGUNDO:- El compareciente de la Primera Parte---

PILMA NUMERO UNO (1):- A virtud de la escritura--

adquirió las fincas antes descritas de la siguiente-

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Número Ciento Diez (110) de fecha diecinueve de mayo de mil novecientos ochenta y cuatro (1984) otorgadaen esta Notaria por compra a Nelson Cuebas Torres ysu esposa Zocorro Medina Rivera. ---FINCA NUMERO DOS (2):- A virtud de la escritura-número Veintiocho (28) de fecha diecinueve (19) de-febrero de mil novecientos ochenta y seis (1986)-√por compra a Estados Unidos de América, otorgada enesta Notaria.--------FINCA NUMERO TRES (3):- Adquirida a virtud de laescritura número Ciento Cinco (105) de fecha trece--(13) de septiembre de mil novecientos ochenta y tres (1983) por compra a Carlos Cámara Bernacet y Consueld Comes otorgada en esta Notaria.---------FINCA NUMERO CUATRO (4):- Adquirida a virtud de-la escritura número Ciento Treinta y Seis (136)----por compra a Santiago Nuñez Trizarry y Lydia Rosado-Beauchamp, otorgada en Mayaquez, Puerto Rico ante el Notario-Público, Licenciado Franklin Rodríguez Man-----FINCA NUMERO CINCO (5):- Adquirida a virtud de la escritura número Doce (12) de fecha veintitres (23) de enero de mil novecientos ochenta y siete (1987)-otorgada en Mayaquez, Puerto Rico ante el Notario---Público, Licenciado José A. Olivieri Rodríquez por-compra a Máximo Morales Rodriguez y Edelmira Rodri-----FINCA NUMERO SEIS (6):- Fué adquirida a virtud de la escritura número Ciento Sesenta y Tres (163) de-fecha nueve (9) de diciembre de mil novecientos ochen-

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ta y seis (1986) por compra a Blanca Iriz Cruz Jime-

hez, otorgada en Mayaquez, Puerto Rico, ante el No--

anie-Typico, Licenciado José A. Olivieri Rodriquez.

--- CUARTO: - Las fincas antes descritas se encuentran

---Treinta Mil Dólares (\$30,000.00)-----

---Anotada una fianza criminal por la cantidad de--Cincuenta Mil Dólares (\$50,000.00) y Doscientos Veinticinco Mil Dólares (\$225,000.00) para asegurara lacomparecencia del imputado Miltón Cintrón Ortiz, ennroceso crimal, en el Tribunal Superior de Puerto--Rico, Sala de San Juan, expedida en tres (3) de---enero de mil novecientos noventa (1990) inscrita elrinco (5) de marzo de mil novecientos noventa (1990)
---FINCA NUMERO DOS (2):- Hipotecas a favor de Esta-

dos Unidos de América por las sumas de:-----

---Quince Mil Qunientos Dólares (\$15,500.00)------

--Cinco Mil Dólares (\$5,000.00)-----

--Veintiun mil Dólares (\$21,000.00)------

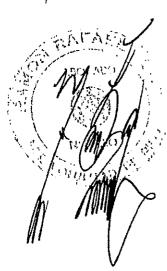
--Treinta Mil Dólares (\$30,000.00)------

---FINCA NUMERO TRES (3):- Hipotecas a favor de los

Estados Mailas de América por las sumas de:----

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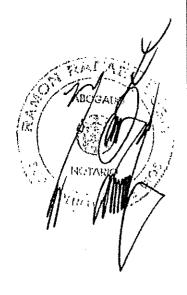
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---Doce Mil Dálares (\$12,000.00)--------Cinco Mil Dólares (\$5,000.00)--------Veintium Mil Dólares (\$21,000.00)--------Treinta Mil Dólares (\$30,000.00)--------FINCA NUMERO CUATRO (4):- Hipoteca a favor de---Farm Credit Bank of Baltimore por la suma de:--------Sesenta Mil Dólares (\$60,000.00) y una hipoteca a favor de Estados Unidos de América por la suma de:--Treinta Mil Dólares. Anotada fianza en el mismo---caso indicado en la finca número uno (1) por las---sumas de Setenta y Cinco Mil Dólares (\$75,000.00) y-Cien Mil Dólares (\$100,000.00) inscrita el quince---(15) de marzo de mil novecientos noventa (1990).----|---FINCA NUMERO CINCO (5):- Hipoteca a favor de Estados Unidos de América por la suma de:--------Treinta Mil Dólares (\$30,000.00).-----|---FINCA NUMERO SEIS (6):- Hipoteca a favor de los--Estados Unidos de América por la suma de:--------Treinta Mil Dólares (\$30,000.00).--------FINCA NUMERO SIETE (7):- Hipoteca a favor de los-Estados Unidos de América por las siguientes sumas:----Quince Mil Quinientos Dólares (\$15,500.00)--------Doce Mil Dólares (\$12,000.00)---------Cinco Mil Dólares (\$5,000.00)--------Veintiun Mil Dólares (\$21,000.00)--------Treinta Mil Dólares (\$30,000,00).--------QUINTO:- Es objeto de la presente escritura las-hipotecas que se relacionan a continuación las cuales habrán de ser reamortizada y modificadas en el pago de los pagarés y las hipotecas:-----✓---HIPOTECA NUMERO UNO (1):- ---------Hipoteca a favor de los ESTADOS UNIDOS DE AMERICA por la suma principal Ala CUARENTA MIL DOLARES---razón de Doce punto----

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veinticinco (12,25) por ciento anual otorgada el--dia quince (15) de abril de mil novecientos ochenta y uno (1981) a virtud de la escritura número-----Ciento Sesenta y Dos (162) otorgada en esta Notaria con vencimiento a los cuarenta (40) años del otor-gamiento de la escritura y el pagaré.--------la referida hipoteca fué reamortizada a virtud-de la escritura número Ciento Cuarenta y Seis (146) de fecha tres (3) de septiembre de mil novecientosochenta y cinco (1985) otorgada en esta Notaria a-la suma de Cincuenta y Tres Mil Novecientos Ochenta Y ocho dólares con Ochenta y Ocho Centavos,-----(\$53,088.88) con intereses a razón de Cinco y Cuarto (5.25) por ciento enual.--------Grava está hipoteca la finca número Quinientos--Ochenta y Uno (581) denominada Finca Número Uno (1) de Las Marias, Puerto Rico.--------HIPOTECA NUMERO DOS (2):--------Hipoteca a favor de ESTADOS UNIDOS DE AMERICA--por la suma principal de QUINCE MIL QUINIENTOS----DOLARES (\$15,500.00) más sus intereses a razón de--Cinco y Cuerto (5.25) por ciento anual garantizando un pagaré de fecha diecinueve (19) de febrero de--mil novecientos ochenta y seis (1986) por iqual---suma, pagadero a los cuarenta (40) años desde la--fecha de dicho pagaré conforme a los térmimos de la escritura número Veintinueve (29) de fecha dieci--nueve (19) de febrero de mil novecientos ochenta yseis (1986) de Hipoteca Voluntaria otorgada en esta ---Grava esta hipoteca las fincas número Dos Mil----Doscientos (2,200) denominada Finca Número Dos (2)de Las Marias, y Conce Auge Mil Setecientos---32 de MAM CABA Ruerto Rico deno--Treinta y Dos 🗸



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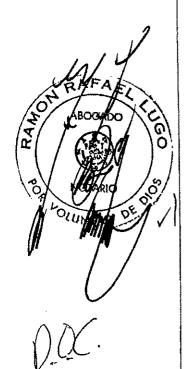
minada Finca Número Siete (7).--------HIPOTECA NUMERO TRES (3):--------Hipoteca a favor de los ESTADOS UNIDOS DE AMERI-CA por la suma principal de DOCE MIL DOLARES,-----(\$12,000.00) más sus intereses a razón de Cinco----(5) por ciento anual garantizando un pagaré de---fecha cuatro (4) de junio de mil novecientos ochenta y seis (1986) por igual suma, pagadero a los----Siete (7) años desde la fecha de dicho pagaré conforme a los términos de la escritura número Ochenta y Siete (87) de Hipoteca Voluntaria de fecha cuatro (4) de junio de mil novecientos ochenta y seis,----(1986) otorgada en esta Notaria.--------Grava esta hipoteca las fincas números:- Quinientos Ochenta y Uno (581) denominada Finca Número----Uno (1); Dos Mil Doscientos (2,200) denominada finca número dos (2); Tres mil Trescientos Noventa y--Ocho (3398) denominada finca número Tres (3) todas de Las Marias, y la finca número Mil Setecientos---Treinta y Dos (1732) denominada finca número Siete-(7) de Maricao, Puerto Rico.-------HIPOTECA NUMERO CUATRO (4):-------- Hipoteca a favor de los ESTADOS UNIDOS DE AMERICA por la suma principal de CINCO MIL DOLARES, -----(\$5,000.00) más sus intereses a razón de Cinco (5)por ciento anual garantizando un pagaré de fecha---Cuatro (4) de junio de mil novecientos ochenta y--seis (1986) por iqual suma, pagadero a los Cuarenta (40) años desde la fecha de dicho pagaré conforme-a los términos de la escritura número Ochenta y Ocho (88) de fecha cuatro (4) de junio de mil novecien-tos ochenta y seis (1880) de de en esta Notaria. --- Grava esta hip baya lascionicas numeros:--



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---Quinientos Ochenta y Uno (581)-Denominada Finca Número Uno (1); - Dos Mil Doscientos (2,200) deno--minada finca número dos (2); Tres Mil Trescientos--Noventa y Ocho (3398) denominada finca número Tres (3) todas de LAS MARIAS y la finca número Mil Setecientos Treinta y Dos (1732) de MARICAO, denominada finca número siete (7).--------HIPOTECA NUMERO CINCO (5)---------Hipoteca a favor de los ESTADOS UNIDOS DE AMERICA por la suma principal de:- VEINTIUN MIL DOLARES----(\$21,000.00) más sus intereses a razón de Cuatro---Punto Cinco (4.5) por ciento anual garantizando unpagaré de fecha veintitres (23) de marzo de mil---novecientos ochenta y siete (1987) por igual suma,pagadero a los siete (7) años desde la fecha de dicho pagaré conforme a los términos de la escrituranúmero Cuarenta y Dos (42) de Hipoteca Voluntaria-otorgada en esta Notaria.--------Grava esta hipoteca las siguientes fincas:--------Fincas número Quinientos Ochenta y Uno (581) denominada Finca Número Uno (1); finca número Dos Mil Doscientos (2,200) denominada finca número Dos (2)-Tres Mil Trescientos Noventa y Ocho (3398) denomi-nada finca número Tres (3) todas de LAS MARIAS y la finca número Mil Setecientos Treinta y Dos (1732)-denominada finca número Siete (7) de MARICAD.-------- HIPOTECA NUMERO SEIS (6):--------Hipoteca a favor de los ESTADOS UNIDOS DE AMERICA por/la suma principal de TREINTA MIL DOLARES,-----∤(∱30,000.00) más sus intereses a razón de Nueve----Punto Cinco 99.5) por ciento anual garantizando unpagaré de fechar veinticinco (25) de abril de mil--novecientos ochentama, que (1989) por iqual suma,-



cho pagaré conforme a los términos de la escritura número Nueve (9) de fecha veinticinco (25) de abril de mil novecientos ochenta y nueve (1989) otorgadaen esta Notaria.--------Grava esta hipoteca todas las fincas descritasen el apartado Primero anterior denominadas del---Uno (1) al Siete (7) inclusive.-------QUINTO:- Manifiesta el Deudor Hipotecario que-con el fin de reamortizar las deudas hipotecarias-antes descrites solicitó y obtuvó el consentimiento del Acreedor Hipotecario, para reamortizar las---deudas relacionadas anteriormente.--------SEXTO:- Manifiesta el Deudor Hipotecario que son de su propio y personal conocimiento todas y cada-una de las obligaciones, cláusulas y estipulaciones contenidas y/o mencionadas en las escrituras de----Hipoteca Voluntaria antes relacionadas, que motivaron/cada una de las hipotecas relacionadas anteriormente objeto de este documento, y en este acto y en forma clara, solemne y terminante, se obliga a cumplir todas y cada una de las cláusulas de las mis--

pagadero a los Siete (7) años desde la fecha de di-

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---SEPTIMO:- Manifiesta el Acreedor Hipotecario enel carácter que ostenta, que habiendo siso aceptado
el Deudor Hipotecario para recibir los beneficios-de la Ley del Congreso Titulada "Consolidated Farmand Rural Development Act" ha convenido en reamor-tizar y modificar la forma de pago de los plazos--consignados en los pagarés y las hipotecas relacionadas anteriormente en la siquiente forma:-------HIPOTECA NUMERO LOS (14) TO SO) la que fué reamortizada a la suma de Cincuenta Tres Mil Nove---

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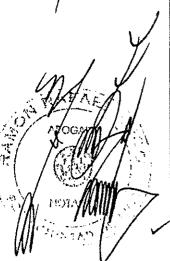
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cientos Ochenta y Ocho Dólares con Ochenta y Ocho--Centavos (\$53,988.88):--------El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al dia dieciocho (18) de---enero de mil novecientos noventa y uno (1991) dió-un saldo montante a la suma de:- Cincuenta y Un---Mil Cuatrocientos Treints---y Siete Dólares con---Cuarenta y Cuatro Centavos (\$51,437.44) que deven-gará intereses a razón de CINCO (5) por ciento anual y la suma de Dos Mil Ochocientos Cuarenta y Ocho---Dólares con Cuarenta y Cuatro Centavos (\$2,848.44)de intereses NO capitalizables los cuales no de---vengarán intereses para UN TOTAL DE:-------- CINCUENTA Y CUATRO MIL DOSCIENTOS OCHENTA Y CIN-CO DOLARES CON OCHENTA Y OCHO CENTAVOS (\$54,285.88) cuya deuda asumida será pagada en la siguiente forma ---MIL DOLARES (\$1,000.00) en ó antes del primero-de enero del año mil novecientos noventa y dos;----(1992);---------MIL QUINIENTOS DOLARES (\$1,500.00) en ó antes--del primero de enero de los años mil novecientos--noventa y tres (1993) y mil novecientos noventa y-cuatro (1994);-------- TRES MIL SETECIENTOS CINCUENTA Y DOS DOLARES---en ó antes del primero de enero del año mil nove--cientos noventa y cinco (1995) y esa misma canti--dad de TRES MIL SETECIENTOS CINCUENTA Y DOS DOLARES en ó antes del primero de enero de cada año subsi-quiente excepto el pago final del total de la deuda aqui asumida que se hará en ó antes del primero deenero del año Dos Mil Veintiuno (2021).------- HIPOTECA NUMERO DO ---Por la suma principal de:-TE MIL QUINIENTOS DOLARES (\$15,500 00).

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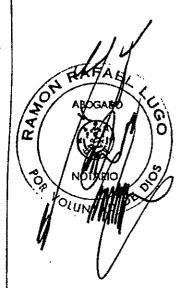


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---El importe de este pagaré y la hipoteca que logarantiza reamortizado al dia dieciocho (18) de---enero de mil novecientos noventa y uno (1991) dióun saldo montante a la suma de:- Quince Mil Ochenta Dólares cón Treinta y Ocho Centavos (\$15,080.38)--que devengará intereses a razón de CINCO (5) por--ciento anual y la suma de:- Ochocientos Treinta y--Cinco Dólares con Diez Centavos (\$835.10) de inte-reses NO capitalizables los cuales no devengarán--intereses para un TOTAL DE:-------- QUINCE MIL NOVECIENTOS QUINCE DOLARES CON CUA---RENTA Y OCHO CENTAVOS (\$15,915.48) cuya deuda asu-mida será pagada en la siguiente forma:--------- SETECIENTOS DIECINUEVE DOLARES (\$719.00) en 6--antes del primero de enero del año mil novecientos noventa y dos (1992);-------- SETECIENTOS CINCUENTA Y CINCO DOLARES (\$755.00) en ó antes del primero de enero de los años mil---novecientos noventa y tres (1993) y mil novecientos noventa y cuatro (1994);-------- NOVECIENTOS OCHENTA Y UN DOLARES (\$981.00) en óantes del primero de enero del año mil novecientosnoventa y cinco (1995) y esa misma cantidad de NOVE-CIENTOS OCHENTA Y UN DOLARES (\$981.00) en ó antes-del primero de enero de cada año subsiquiente excepto el pago final del total de la deuda agui asumida que se hará en ó antes del primero de enero del año Dos Mil Veintiseis (2026).--------HIPOTECA NUMERO TRES (3):--------Por la suma principal de:- DOCE MIL DOLARES,----(\$12,000.00),--------El importe de este pagaré y la hipoteca que lo-garantiza reamortizado aledia priocho (18) de---enero de mil novecientos spayenta no (1991),----

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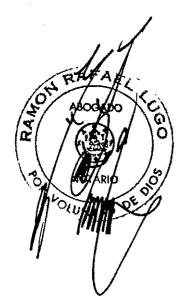
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dió un saldo montante a la suma de:- Siete Mil-----Trescientos Cuarenta Dólares con Cinco Centavos----(\$7,340.05) de principal que devengará intereses arazón de CINCO (5) por ciento anual y la suma de:--Trescientos Ochenta y Siete Dólares con Once Centavos (\$387.11) de intereses NO capitalizables los--cuales NO devengarán intereses para un total de:------ SIETE MIL SETECIENTOS VEINTISIETE DOLARES CON---DIECISEIS CENTAVOS (\$7,727.16) cuya deuda asumida-será pagada en la siguiente forma:---------TRESCIENTOS CINCUENTA DOLARES (\$350.00) en ó---antes del Primero de enero del año mil novecientosnoventa y dos (1992);-------- TRESCIENTOS SESENTA Y OCHO DOLARES (\$368.00) enó antes del primero de enero de los años mil nove-cientos noventa y tres (1993) y mil novecientos noventa y cuatro (1994);--------MIL TRESCIENTOS VEINTICUATRO DOLARES (\$1,324.00) en ó antes del primero de enero del año mil nove--cientos noventa y cinco (1995) y esa misma cantidad de MIL TRESCIENTOS VEINTICUATRO DOLARES (\$1,324.00) en ó antes del primero de enero de cada año subsi-quiente, excepto el pago final del total de la deuda aquí asumida que se hará en ó antes del primerode enero del año Dos Mil Uno (2,001).-------HIPOTECA NUMERO CUATRO (4):--------Por la suma principal de:- CINCO MIL DOLARES,---(\$5,000.00).--------El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al dia dieciocho (18) de---enero de mil novecientos noventa y uno (1991) diô-un saldo montante a la suma de:- Cuatro Mil Ocho--cientos Cincuenta y Spisco Tares on Once Centavos A intereses a-(\$4,856.11) de pringapat que

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razón de CINCO (5) por ciento anual y la suma de:--Doscientos Cinquenta y Seis Dólares con Catorce----Centavos (\$256.14) de intereses NO capitalizables-los cuales NO devengarán intereses para un total de ---CINCO MIL CIENTO DOCE DOLARES CON SETENTA Y----CINCO CENTAVOS (\$5,112.75) cuya deuda asumida habrá de ser pagada en la siguiente forma: --------- DOSCIENTOS TREINTA Y DOS DOLARES (\$232.00) en óentes del primero de enero del año mil novecientos noventa y dos (1992);-------- DOSCIENTOS CUARENTA Y TRES DOLARES (\$243.00) enó antes del primero de enero de los años mil nove-cientos noventa y tres (1993) y mil novecientos noventa y cuatro (1994);--------- TRESCIENTOS DIECISEIS DOLARES (\$316.00) en ó---antes del primero de enero del año mil novecientosnoventa y cinco (1995) y esa misma cantidad de:----TRESCIENTOS DIECISEIS DOLARES (\$316.00) en 6 antesdel primero de enero de cada año subsiguiente,---excepto el pago final del total de la deuda agui--asumida que se hará en ó antes del primero de enero del año Dos Mil Veintiseis (2026),--------HIPOTECA NUMERO CINCO (5):--------Por la suma principal de VEINTIUN MIL DOLARES---(\$21,000.00).--------El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al dia dieciocho (18) de---enero de mil novecientos noventa y uno (1991) dió-un saldo montante a la suma de:- Catorce Mil Tres-cientos Noventa y Cinco Dólares con Cincuenta y----Seis Centavos (\$14,395.56) de principal que deven-gará intereses a razón de CUATRO Y MEDIO (4.5) porciento anual y la suma de Seiscientos Ochenta y----Tres Dolares con Ve moinueve Centavos (\$683.29)----

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de intereses NO capitalizables los cuales No devengarán intereses para un total de:--------QUINCE MIL SETENTA Y OCHO DOLARES CON OCHENTA Y CINCO CENTAVOS (\$15,078.85) cuye deuda asumida---habrá de ser pagada en la siguiente forma:-------- SEISCIENTOS DIECISIETE DOLARES (\$617.00) en 6--ante del Primero de enero del año mil novecientos-noventa y dos (1992);--------SEISCIENTOS CUARENTA Y OCHO DOLARES (\$648.00)--en ó antes del primero de enero de los años mil novecientos noventa y tres (1993) y mil novecientos-novents y cuatro (1994);-------- DOS MIL DOSCIENTOS SETENTA Y UN DOLARES;-----(\$2,271.00) en ó antes del primero de enero del---año mil novecientos noventa y cinco (1995) y esa--misma cantidad de DOS MIL DOSCIENTOS SETENTA Y UN--DOLARES (\$2,271.00) en à antes del primero de enero de cada año subsiquiente excepto el pago final del total de la deuda aqui asumida que se hará en ó antes del primero de enero del año Dos Mil Dos(2002). ---HIPOTECA NUMERO SEIS (6);---------Por la suma principal de:- TREINTA MIL DOLARES-(\$30,000.00).--------El importe de este pagaré y la hipoteca que lo-garantiza reamortizado al dia dieciocho (18) de---enero de mil novecientos noventa y uno (1991) dió-un saldo montante a la suma de:- Veintinueve Mil--Novecientos Setenta y Seis Dólares con Cuarenta y--Cuatro Centavos (\$29,976.44) de principal que devengará intereses a razón de CINCO-(5) por ciento anual y la suma de Tres Mil Tres Dólares con Ochenta Centavos (\$3,003.80) de intereses NO capitalizables--los cuales NO devengaram intereses para un total de

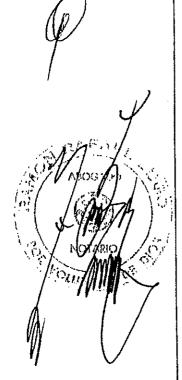
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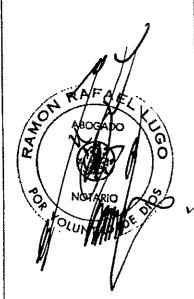
garantiza reamortizado al dia 18 de enero de 1991,dió un saldo montante a la suma de:- \$14,395.56 deprincipal que devengará intereses a razón de 4.5 %anual y la suma de \$683.29 de intereses No capitalizables los cuales no devengarán intereses para un-total de:- \$15,078.85 cuya deuda asumida habrá de-ser pagada en la siguiente forma:--------\$617.00 en ô antes del primero de enero del año-1992:- \$648.00 en ó antes del primero de enero de-los años 1993 y 1994; \$2,271.00 en ó antes del primero de enero del año 1995 y esa misma cantidad de-\$2,271.00 en ó entes del primero de enero de cada-eño subsiguiente excepto el pago final del total de la deuda aqui asumida que se hará en ó antes del--primero de enero del año 2002, según consta de la-escritura número TRES(3) de esta misma fecha ante-el Notario-Público, Lodo. Ramón Rafael Lugo Beau--champ, DOY FE.-------En Lares, Puerto Rico a 18 de enero de 1991.----



---PAGARE DE LA HIPOTECA NUMERO SEIS (6):--------"El importe de este pagaré y la hipotece que logarantiza reamortizado al día 18 de enero de 1991,dió un saldo montante a la suma de:- \$29,976.44 deprincipal que devengará intereses a razón de 5 %--anual y la suma de \$3,003.80 de intereses NO capi-talizables los cuales no devengarán intereses, para un total de \$30,980.24 cuya deuda asumida será pagada en la siquiente forma:--------\$1,000.00 en ó antes del primero de enero del--año 1992;- \$1,000.00 en ó antes del primero de enero del año 1993;- \$1,499.00 en ó antes del primero deenero del año 1994; - \$4,276.00 en ó antes del primero de enero del año 1995 y esa misma cantidad de-\$4,276.00 en ó antes del primero de enero de cada-año subsiquiente excepto el pago final del total de la deuda aqui asumida que se hará en ó antes del--primero de enero del año 2004, según consta de la-escritura número TRES (3) de esta misma fecha anteel Notario-Público, Lodo. Ramón Rafael Lugo Beau--champ. DOY FE.-------En Lares, Puerto Rico a-lf-de enero de 1991."------ Al final de la notacen cada uno de los pagarés--



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y debajo de la fecha éstos han sido:---------FIRMADOS, SIGNADOS, SELLADOS Y RUBRICADOS por mi el Notario, RAMON RAFAEL LUGO BEAUCHAMP.--------A los fines de subasta en caso de ejecución lasfincas objeto de este documento se tasan de la---siguiente manera:--------De la Hipoteca Número Uno (1):--------Se tasa la finca número Quinienos Ochenta y Uno-(581) de LAS MARIAS, denominada Finca Número Uno(l) en la suma de:- Cincuenta y Cuatro Mil Doscientos--Ochenta y Cinco Dólares con Ochenta y Ocho Centa--vos (\$54,285.88).--------De la Hipoteca Número Dos (2):--------Se tasa cada una de las fincas números Dos Mil--Doscientos (2,200) de Las Marias y Mil Setecientos Treinta y Dos (1,732) de MARICAD en la suma de:-------Quince Mil Novecientos Quince Dólares con Cua--renta y Ocho Centavos (\$15,915.48).--------De la Hipoteca Número Tres (3):--------Se tasa cada una de las fincas Números Quinientos Ochenta y Uno (581); Dos Mil Doscientos (2200);----Tres Mil Trescientos Noventa y Ocho (3398) de LAS--MARIAS, cada una en la suma de:- Siete Mil Setecientos Veintisiete Dólares con Dieciseis Centavos;----(\$7,727,16), y la número 1,732 de MARICAO.--------De la hipoteca número Cuatro (4);---------Se tasa cada una de las fincas números:- Quinientos Ochenta y Uno (581); Pos Mil Doscientos (22NO)-Tres Mil Trescientos Noventa y Ocho (3398) de LAS--MARIAS y mil setecientos treinta y dos (1732) de------De la Hipoteca Número Cinco (5):------Quinientos-------Se basa dada una

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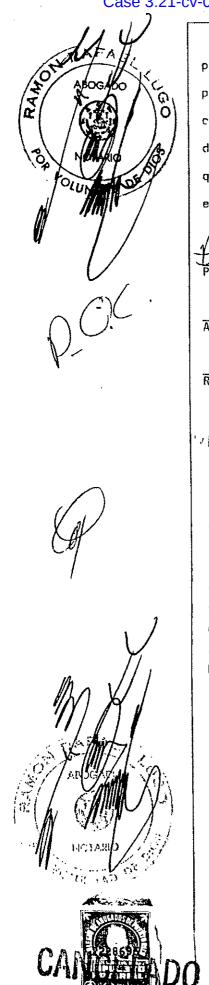
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ochenta y uno (581); Dos Mil Doscientos (2200); ---Tres Mil Trescientos Noventa y Ocho (3398) de LAS--MARIAS y la número Mil Setecientos Treinta y Dos---(1732) de MARICAO,----en:- Quince Mil Setenta y Ocho Dólares con Ochenta y Cinco Centavos (\$15,078.85.--------Hipoteca Número Seis (6):- Cada una de las fincas antes descritas se tasa en la suma de:---------Treinta Y Dos Mil Novecientos Ochenta Dólares--con Veinticuatro Centavos (\$32,980.24).--------OCTAVO:- Las partes contratantes de este instrumento convienen asimismo, que este convenio de reamortización no constituye una novación extintiva--de la obligación (deuda) existente a la cual ya seha hecho mención, por no haber ni existir incompatibilidad entre dicha obligación (deuda) existente yla modificación de la misma bajo los términos y---condiciones aqui consignados, por lo que ruegan al-Honorable Registrador de la Propiedad, que así se-haga constar en la inscripción de este documento.-------ACEPTACION Y ADVERTENCIAS--------Los comparecientes aceptan esta escritura en todas sus partes por etsra de acuerdo a lo por ellosconvenidos. Yo, el Notario, en cumplimiento a lo--dispuesto en la Ley le hice las advertencias lega-les pertinentes. -----OTORGAMIENTO--------Asî lo dicen y lo otorgan los comparecientes---ante mi el Notario, luego de haber renunciado al--derecho que les hice saber tenian para requerir lapresencia de testigos instrumentales.---------LECTURA ----

---Leida en alta voz esta escritore la la corgantes

PC-56



por mi el Notario y leida tambien personalmente---por ellos en la misma se ratifican, fijan sus ini-ciales en todos y cada uno de los folios de este--documento y firman en este acto ante mi el Notarioque DOY FE de todo lo consignado anteriormente en-el presente documento público.-----

PEDRO DRILL CORDERO

ARNALDO TORRES QUINONES

RAMOV RAFADU MICO BEAUCHAMP Notario-Pút Mico

---FIRMADOS:- PEDRO ORTIZ CORDERO; ARNALDO TORRES QUIÑONES.-----

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO:- RAMON-RAFAEL LUGO BEAUHCAMP.-----

EN TESTIMONIO DE LO CUAL y para entregar a

ficada, que FIRMO, SIGNO, SELLO Y RUBRICO, en Januaro Rico, el mismo día de su parasmicho dejando apparada su saca.

Puerto Rico, el mismo día de su opropriento de ignido en prede su saca.

SECCION TOTAL PARTY ABOGADO

NOTADIO

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por mi el Notario y leida tambien personalmente---por ellos en la misma se ratifican, fijan sus ini-ciales en todos y cada uno de los folios de este--documento y firman en este acto ante mi el Notarioque DOY FE de todo lo consignado anteriormente en-el presente documento público.------

PEDRO ORTI CORDERO

ARNALDO TORRES DOINONES

RAMO RATALINICO BEAUCHAMP



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Case 3:21-c/01007 Document 1-6 Filed 01/08/21 Page 43 of 43 187 Tano - 114 Jas Marias y 1476 .. Valio - 31, 31 musto, 32 with, 83 Jalo - 75 auto, 84, 76.85,77,85 ub. macupain - 7ma, Bra, que macupaion - 38 m. 9 m. 39m. 10 m. 40" 11 Juca - 1581, 2,200 Vinca # 3398 I routo al I wonto al! Tomo - 129 Los Waris Tono - 69 Las Manas Vales - 164 anolls Volio - 41 metto rescripción - 16to Luscupaion -5to Vinca # 699 Yunca # 2136 Insertan! augas: Hapotecas a your de Estados Unidos de Oninos Tome - 53 Jas Maria por # 15,500,00, \$ 12,000,00, \$\$ 5,000,00 Jalio 206 caulto #21,000.00 y \$30,000.00 las males hon insurpion. sido reamitigados en untud de aste ginca # 1679 asiento. To Cayas: Flaces # 1679 Hepateon a your de los E.U.A. por la suma de #30,000.00. la cual ha sid à romatiqua en untud de este asunto. Fince # 697
Cargas: Hipstern , journ de "The Farm Credit Bout of Battimas por
H un noon an Viaixa on # 25,000.00 a hipstern a journ de los # 60,000.00 frança por # 25,000.00 a hipotern a jour de los E.U.A. por # 30,000.00 la cual ha sido manntigado en resitud de este asimto. Carros: Hipstecos a javor de los Estado Vierbos de Ominca por las sumas de # 12,000.00 # 5,000.00 #21,000.00 y \$ 30 5 colos. verdida 000.00 les cuales han sido reamortizadas en inted de II Frica # 2136 Cargus, Hipoteon a journ de les Estado Mundos de Munica por la suma. Type Hintera por Atto000.00 a person de les Estados Clartes de Omerica y \$\$ 000.00 \$ 12,000.00 \$ 40,000.00 \$ 21,000.00 y \$30,000.00 sebanton de la Estado Unidos las cueles homeraido reconstituto ser untrado de este asserto y a vionen cumunal por thosocomo y the 225,000.00 para eseguar la companscencia del imputado.

PDC-66

Form FmHA 1940-17 (S) (Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: FO -- Limited Resources

In accordance with:

XX Consolidated Farm and Rural Development Act

Emergency Agricultural Credit Adjustment Act of 1978

Name: PEDRO ORTIZ CORDERO

State: PUERTO RICO

Office: LARES

Case Number: 63-34-. Date: JUNE 4, 1986

ACTION REQUIRING NOTE:

Initial Loan
XX Subsequent Loan

Consolidation and Subsequent Loan

Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FIVE THOUSAND DOLLARS (\$5,000.00), plus interest on the unpaid principal of FIVE PERCENT (5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$145.00......on January 1, 1987 \$294.00.....on January 1, 1988 かった

and \$294.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the Farmers Home Administration regulations (7 C.F.R. 1861.2), according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect Borrower's obligation to pay the remaining installments as scheduled herein. Should the Government assign this note at any time, and insure the payment thereof, Borrower shall continue to make payments to the Government, as collection agent for the holder.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly, or, except for final payment, may be retained and remitted by the Government to the holder on an annual installment due date basis. The effective date of any prepayment made by Borrower, except for payments retained and remitted by Government to holder on an annual installment due date basis, shall be the date of the Treasury check with which the Government remits payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis, shall be the date of the prepayment made by Borrower, and the Government shall pay interests to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount forwarded or invested by the Government to obtain payment of this note, or to maintain and protect the guarantee of the loan, or otherwise invested under the terms of any guarantee covenant or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become a part of the loan and shall accrue

interests at the same interest rate of the principal of the loan evidenced herein, and shall become immediately due and payable by Borrower to the Government, without the need of requirements.

Property constructed, improved, purchased or refinanced in whole or in part with the loan evidenced herein shall not be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower shall personally operate said property as a farm if this loan is for a farm owner (FO).

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is indicated in the box above, under the heading "Action Requiring Note", this note is issued to consolidate, reamortize, or evidence a new payment plan, but not as satisfaction of principal and interests of the following note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: INTEREST RATE: DATE: ORIGINAL BORROWER: FINAL PAYMENT DUE:

The securing documents given in relation to the loans evidenced by these described notes or other stated obligations are not affected by the execution of this consolidation, reamortization or restructuring. These securing instruments shall remain in effect, and the guarantee offered for the loans evidenced by the described note shall remain as guarantee for the loan evidenced by this note and by any other stated obligation.

REFINANCING AGREEMENT: If at any time, the Government finds that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers

[Handwritten] Promissory note \$5,000.00

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]		
Pedro Ortiz Cordero	(BORROWER)	
	(BORROWER)	
Box 432, Maricao, P.R	. 00706	

The amount of this note and the mortgage securing re-amortized on January 18, 1991 had an unpaid balance in the amount of \$4,856.11 of principal, which will accrue interests at the annual rate of FIVE (5) percent, and the amount of \$256.14 of NON capitalizable interests, which WILL NOT accrue interest, to make a total of \$5,112.75, and this evidenced debt will be paid as follows:

\$232.00 on or before January first of the year 1992;

\$243.00 on or before January first of the years 1993 and 1994;

\$316.00 on or before January first of each year subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be made on or before January first of the year 2026, pursuant to deed number THREE (3) dated this same day before the Public Notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS. In Lares, Puerto Rico on January 18, 1991.

[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Public Notary
[SEAL]

PAYMENT LOG

AMOUNT DATE AMOUNT DATE AMOUNT DATE \$ 5,000.00 05/16/86 \$

TOTAL: \$5,000.00

Page 2 Format FmHA 1940-17 (8) (Rev. 11-1-78)

Jay-Ce- Agriculture

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this CAPDE

24th day of April of 2007-

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

POR CIENTO (

dólares (\$ 5,000.00

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Principal e intereses serán pagados en _____ plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$	145.00	en enero 1, 19 ⁸	7 \$	294.00	en enero 1, 1988
\$		en enero 1, 19	; \$		en enero 1, 19
\$		en enero 1, 19	, ,		en enero 1, 19
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e intereses sean completamente pagados executo que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en ______años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Forma FmIIA 1940-17 (%) (Rev. 11-1-78)

) más intereses sobre el principal adeudado al

%) anual. Si este pagaré

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, prote	esto y aviso son por	la presente expresar	nente renunciados. PEBRO ORTIS	Ab/e	(Pressatario)
)	
			<u> </u>		(Prestatario)
			Box 432, M	aricao, P.R. 00	706
			<u></u>		
					<u> </u>
al día 18 de\$4,856.11 por ciento a los cuales n deuda asumid\$232.00 e antes del prantes del pren ó antes pago final de primero de e (3) de esta Beauchamp. E	e enero de la de principa nual y la sa devengará la habrá de en ó antes de imero de en del primero del totald e enero del añ misma fecha OY FE	991 dió un sa al que deventuma de \$256. In intereses pagada el primero de ero del año de enero de la deuda aquo 2026, según ante el Nota	aldo montant gará interes 14 de interes n la siguier e enero del 1993 y del a 1995 y esa n cada año su uí asumida de ario-Público	lo garantiza te a la suma o ses a razón de eses NO capita al de:- \$5,112 nte forma: año 1992;- \$2 año 1994;- \$31 nisma cantidad ubsiguiente ex que se hará er la escritula	le:
		o a 18 de en HĀMP	ero de 1991. با		
RAMON RAFA	/60	REGISTRO I	E ADELANTOS	AION /S	
CANTIDAD /	FECHA	CANTIDAD	FECHA	CANTOO	DECALV
\$,000.00	05-16-86	\$		\$	77. Adv.
\$		\$		\$	
\$		\$		\$	
<u> </u>			TOTAL	\$.000.00	

L'Servel Case 3:21-cv-01001 Document 1-7 Filed 81/08/21 Page 8 of 8 at 101.0 Kipsteenin Farm Seevice Agney, intonionade de Hogorer de Agriculture en consideración a alors de \$ 10,000.00, Sejen to don'the # 3 othergad en luggers, P.A. mbe se vitari Eugands llelejads Bas. Day Fe.
En anyoging, Portsylver to the de 1997. I life half

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na FmHA 427-1(S) PR	Case 3.21-cv=01007 Document 1-8 Filed 01/08/21 Page 1 of
(. 10-82)	NUMBER OCHENTA Y OCHO (88)
	HIPOTECA VOLUNTARIA
	En el pueblo de Lares, Puerto Rico e los cuatro (4) días del mes de JUNIO de mil novecientos
	ochenta y seis (1986)ANTE MI
	BEFORE ME
A STATE OF THE STA	Ábogado y Notario Público de la Isla de Puerto Rico con residencia en
	Attorney and Notary Public for the Island of Puerto Rico, with residence in
	Puerto Mandoffice in Large ammanament Puerto Rico.
	COMPARECEN———————————————————————————————————
	Las personas nombradas en el párraso DUODECIMO de esta hipoteca denomina- tre persona named in paragraph TWELFTH of this mortgage
مسائلت ماسينا والأور	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
k)	aparecen de dicho párrafo.
ION UPE	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
AN AL LANGE	de su edad, estado civil, profesión y vecindad.———————————————————————————————————
	Aleguran hallarse en el pleno goce de sus derechos civiles, la libre administración ley assure me that they are in full enjoyment of their civil rights, and the free administration
O. No.	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this—
	miento. voluntary mortgage.
	/ EXPONEN WITNESSETH:
	PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same————————————————————————————————————
	denominada de aquí en adelante "los bienes".
	SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens————————————————————————————————————
	se especifican en el párrafo UNDECIMO.————————————————————————————————————
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States———————————————————————————————————
	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with------

EXHIBIT

ase 3:21 cv 01007 Document 1.8 Filed 01/08/21 Pache shlof 3 in prestamo o r do promote promissory note(s) or assumption ment(s)
rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by————————————————————————————————————
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the
las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges————————————————————————————————————
hayan estimado sobre la propiedad hipotecada.
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention———————————————————————————————————
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.
das,
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee-
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,————————————————————————————————————
prestamista asegurado.————————————————————————————————————
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree- (Three) When payment of the note is insured by the mortgagee, the
dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaré.————————————————————————————————————
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,——————————————————————————————————
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender———————————————————————————————————
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designada como "cargo anual".————————————————————————————————————
(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-



dor cederá todos sus derechos y remedios contra el deudor hipotecario y cualeswill forego his rights and remedies against the mortgagor and any Forma FmHA 427-1(S) PR Quiera otros (:lació others in connection with

quiera otros (:lación con dicho préstamo así como tambie others in connection with said loan, as well as any benefit——————

Page 3 01 3 los beneficios

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any------

(Scis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things.

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en

que el actéedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee, should assign this mortgage without insurance of the note, this mortgage-----

garantizara el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured-----

'mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte tender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan(b) at all times when the note is held by an insured lender, in guarantee-----

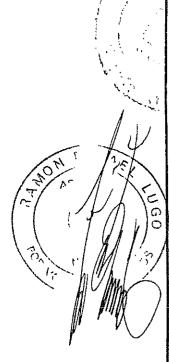
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in-----



1007 Document La PHEO 01/08/2 ce) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor -contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights, derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e The rents, issues and profits thereof and revenues andingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now orel futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagorpor virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or -

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y ali amounts as apecified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full .-

En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ecthereon before and after maturity until paid, losses sustained by the---

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and-

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and --

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional...

adicional especificada en el párralo NOVENO de este documento. amounts as specified in paragraph NINTH hereof .---

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: SIXTH: That the mortgagor specifically agrees as follows: --

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness-



" hipotecario orma FmHA 427-1(S) PR indemnizar y conservar libre de pérdida al acr Rev. 10-82) to the mortgagee accepts secured and to indemnify and save harmless the me sagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. loss under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, thedeudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder .--(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los ; and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration .--(Tres) En todo tiempo cuando el pagaré sea poseido por un prestamista asegu-(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario. eferred to in paragraph FOURTH hereof for the account of the mortgagor.-Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite---por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.----by the mortgagee for the account of the mortgagor .-Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in thispárrafo devengará intereses a razón del CINCO subparagraph shall bear interest at the rate of __ por ciento (5___ anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.---

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-

dos o para contribuciones o impuestos u otro gasto similar por razón de haber

and all amount advanced by the mortgagee for property insurance premiums, repairs,-

(Four) Whether or not the note is insured by the mortgagee, any ---

liens and other claims, for the protection of the mortgaged property,-

or for taxes or assessments or other similar charges by reason of the-

cario dejado de pagar por los mismos, devenga mortgagor's failure to pay the same, shall bear interest at the rate del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance--hasta que los mismos sean satisfechos por el deudor hipotecario.until repaid to the mortgagee .----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage,--teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the --designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advancehecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant---del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the---primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or anyotra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee-hipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solelylds propósitos autorizados por el acreedor hipotecario. for purposes authorized by mortgagee. (Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens---menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee ---tecario bajo los términos de esta hipoteca. ----under the terms of this mortgage .---(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required ---ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions aprobare el acreedor hipotecario. approved by mortgagee. (Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor mitirá que se cometa ningún deterioro de los bienes; in removera in demolerá

permit to be committed any deterioration of the property; he will not remove nor demolish

Forma FmHA 427-1(S) PRC $Page_a 7_i \Omega t_a$ ise 3.21-cv-0100.7 Document Ligorata in removera (Rev. 10-82) ovement on the property; nor will he cut or remove id from the farm any building or ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or otherminerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from timeen tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practicesde suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time totiempo pueda prescribir .----tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the sarm or any part of it----menos que el acreedor hipotecario consienta por escrito en otro método de operauniess mortgagee agrees in writing to any other method of operationción o al arrendamiento.— (Qnce) Someterá en la forma y manera que el acreedor hipotecario requiera la (Rleven) To submit in the form and manner mortgagee may require, -información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to thela operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulationsque afecten los bienes o su uso. ----affecting the property or its use .-----(Doce) El acrecdor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times---derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deterthe security given is being lessened or impaired, and if such inspection or examination shall-minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-

(Thirteen) If any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión

mada o deteriorada, tal condición se considerará como una violación por parte del

disclose, in the judgment of mortgagee, that the security given is being lessened-

deudor hipotecario de los convenios de esta hipoteca. -----

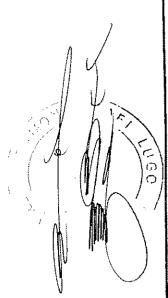
or impaired, such condition shall be deemed a breach by the-

mortgagor of the covenants of this mortgage .-

of the mortgagor to the property, the mortgagor will immediately notify-

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option-

cv-01007 Documen Programment Page 6 U podrá instituir : llos procedimientos que fueren necesarios er may institute the incressary proceedings in defense of its---intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered dor hipotecario, el acreedor hipotecario es por la presente autorizado y con podemortgagee is hereby authorized and empoweredres para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect----sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda evidencosts of collection and administration and secondly to the payment of the debt evidenced—— ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare.in what ever order and manner mortgagee may determine.----(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen) At any time that mortgagee determines that mortgagorhipotecario puede obtener un préstamo de una asociación de crédito para producmay be able to obtain a loan from a credit association for productionción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagec's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.-purchase any necessary shares of stock in the cooperative agency in regard to said loan .-(Dieciscis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured—— por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply-----con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



orma FmHA 427-1(S) PR (Rev. 10-82)

dores, o los bit o parte de ellos o cualquier interés en los mism ueren, cedidos, creditors, or should the property or any part thereof or interest therein be assigned, -----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, ______

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to forectos this mortgage in accordance with law and the provisiona hereof; (Two)

incurrir y papar los gastos razonables para la reparación o mantenimiento de los to incur and may reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and ahy expenses and obligations that mortgagor did not pay as -----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agretil in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property------

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including——————

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.-----attorney's fees.-----

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

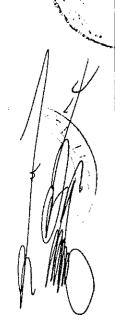
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

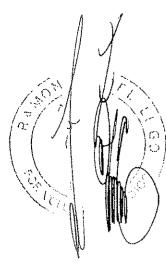
gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



Registral - Com U100 dor Danslettant 1 concentre a allowork Page 1 Quatr mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with theconsentimiento del tenedor de dicho pagaré cuando esté en manos de un prestaconsent of the holder of the note when it is held by---mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to mortgagee ----rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualhereby secured; or (three) execute and deliver partial releases of anyquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment orpostergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over---dichos bienes. said property. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,--parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in-----terés alguno en o sobre el gravámen y los beneficios aquí contenidos.in or to the lien or any benefits herein contained .-(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any --tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.--constitute default hereunder. (Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall--remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration,--Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the---caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante. ----(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee ----



Forma FmHA 427-1(S) PR-0	se 3:21-0 01007 Document 19 Filed 01/08/21 Page 11 0/3
(Rev. 10-82)	el importe de alquier sentencia obtenido por expropiación tosa para uso the amount of any "adgment obtained by reason of condemnation proceedings. « public * * * * * * * * * * * * * * * * * * *
	público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment————————————————————————————————————
	por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so————————————————————————————————————
	recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment————
·	pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this————————————————————————————————————
	hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.———— mortgage, and if any amount then remains, will pay such amount to mortgagor.————————————————————————————————————
	SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
god a said	de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen- of forceosite of this mortgage, in conformity with the mortgage law, as amended,——————
	dada, d deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor विक्रेंड hereby appraise the mortgaged property in the amount————————————————————————————————————
	de Finca número Uno (1) - \$69,925.00 - Finca número dos(2) \$21,000.00 - Finca número tres (3): - \$27,700.00 y
	Finca número cuatro (4):- \$5,000.00
المالقلوسي	OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri- EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be
1 1	miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-
	del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad- ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the————
	ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations————————————————————————————————————
and	no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the————————————————————————————————————
	las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and———————
N (M)	y aseguramiento del préstamo antes mencionado.————————————————————————————————————
V	NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:———— NINTH: The amounts guaranteed by this mortgage are as follows:————————————————————————————————————
	Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of————————————————————————————————————
	esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee.
	hipotecario cediere esta hipoteca sin asegurar el pagare! CINCO MIL ***** should assign this mortgage without insurance of the note,
	DOLARES (\$ 5,000.00)
	el principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as stipulated therein at the rate of
	CINCO———————————————————————————————————

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Dos. En todo t 10 cuando el pagaré es poseido por un presta la asegurado: Two. At all times when said note is held by an insured lender:
(A) CINCO MIL ODOGEDENESSESSESSESSESSESSESSESSESSESSESSES
(A) DOLARES (\$ 5,000.00) DOLLARS (\$)
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender———————————————————————————————————
por motivo del incumplimiento del deudor hipotecario de pagar los plazos según by reason of mortgagor's failure to pay the installments as———————————————————————————————————
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,————————————————————————————————————
Tercero;
Three; (R) SIETE MIL QUINIENTOS
(B) GIGIE MIL QUINIENIOS ammandadas and analysis analysis and analysis analysis and analysis anal
DOLARES (\$ 7,500.00)
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might————————————————————————————————————
sufrir bajo su seguro de pago del pagaré.————————————————————————————————————
Tres. En cualquier caso y en todo tiempo;————————————————————————————————————
(A) DOS MIL DOLARES
(A) (\$ 2,000.00) para intereses después de mora: (\$) for default interest;
(B) MIL DOLARES
(B)
(\$1,000.00) para contribuciones, seguro y otros adelantos para la con-) for taxes, insurance and other advances for the preservation;
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
SEXTO, Fercero;————————————————————————————————————
(C) QUINIENTOS DOLARES-
(\$ 500.00) para costas, gastos y honorarios de abogado en caso) for costs, expenses and attorney's fees in case————————————————————————————————————
de ejecución;————————————————————————————————————
(D) QUINIENTOS DOLARES
(\$) para costas y gastos que incurriere el acreedor hipoteca) for costs and expenditures incurred by the mortgagee in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with—
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.



Forma FmHA 427-1(S) PR (Rev. 10-82)	Se 3:21 cv-01007 Document 1-8 Filed-01/08/21 Page 13 of 30 DECIMO: Qu (los) pagaré(s) a que se hace referencia en el rafo TERCERO TENTH: That toic(s) referred to in paragraph THIRD.
	de esta hipoteca es (son) descrito(s) como sigue:
٠,٠٠٠	"Pagaré otorgado en el caso número sesenta y tres- "Promissory note executed in case number
	fechado el día dated the cuatro
	(4) de JUNIO de mil novecientos
	ochenta y sais (1986) por la suma de cinco MIL (\$5,000.00) in the amount of dolares de principal más
	of principal plus
	interest over the unitaid balance at the rate of
	(5 %
and the second	hasta tanto sti principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,————————————————————————————————————
	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed———————————————————————————————————
	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due———————————————————————————————————
	a los and payable
	años de la fecha de este pagaré.————————————————————————————————————
	Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the————————————————————————————————————
• • •	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United————————————————————————————————————
5	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as
	han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers———————————————————————————————————
	de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the
	Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ———————————————————————————————————
	UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which———————————————————————————————————
	constituye Hipoteca Voluntaria, se describe como sigue: voluntary mortgage is constituted, is described as follows: ———————————————————————————————————

e 32 FCY-01007, Document 1-8 Filed 01/08/21 Page 14 of 30 --- RUSTI -- Situada en el Barrio NARANJA S del termino municipal de Las Marías, Puerto Rico, compuesta-de:-------CINCUENTA Y UNA CUERDAS más o menos de terreno,---equivalentes a veinte sectăreas, cuatro âreas, y cin-cuenta centiâreas, en lindes por el --------NORTE:- con terrenos de Andrés Massari, los de Nicamor Bayron, y los de Francisco Marrero, al --------SUR: - con terrenos de Francisco Marrero y los de--Miguel Esteves, al --------ESTE:- con terrenos de Nicamor Bayrón y los de Francisco Marrero, y al --------OESTE:- con terrenos de Miguel Esteves y Julio----Vicenty."--------Según la inscripción décima novena dice que la finca fué mensurada y resultó con una cabida de Cincuenta ytres Cuerdas con Tres Céntesimas de otra, equivalentes a veinte hectáreas, ochenta y cuatro áreas, veintiocho ---Enclava una casa de una sola planta destinada a vivienda de cemento que mida cuarenta y cinco pies por-diez y ocho pies en columnas.-------Continua en la próxima página.----Adquirió el prestatario la descrita finca por compra a Heson Cuebas----Borrower acquired the described property by Torres y su esposa Socorro Medina Rivera, -----según consta de la Escritura Número Ciento Dies (110) pursuant to Deed Number de fecha diez y nueve de mayo de mil novecientos ochente cuatro (1984),----otorgada en la ciudad de Lares, Puerto Riconsono executed in the city of ante el Notario RAPON RAFAEL LUGO BRAUCHAMP----before Notary Dicha propiedad se encuentra afecta a hipotecas a favor de Esta-Said property is dos Unidos de América, por las sumas de Discissis Mil--Dolares y Cuarenta Mil Dolares, ambas hipotecas resmorti sadas a virtud de la escritura número ciento cuarenta y seis de fecha 3 de septiembre de 1985, hipoteca por la suma de Doce mil délares, y a la que se constituye en por este documento, a favor de Estados Unidos de América DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors carios --- DOM PHDRO ORTIZ CORDERO, mayor de eded, soltere propietario y vecino de Hayaguez, Puerto Rico.-----Apertado cuatrocientos treinta y dos cuya dirección postal es: whose postal address is: (432) Maricao, Puerto Rico.-----DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado

20

THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-

FARM NUMBER ONE (1): RURAL: Located in Barrio Naranjales in the municipality of LAS MARIAS, Puerto Rico, consisting of:

Approximately FIFTY-ONE CUERDAS* of land, equivalent to twenty hectares, four ares and fifty centiares, with the following boundaries:

North: with the properties of Andrés Massari, Nicanor Bayrón and Francisco Marrero;

South: with the properties of Francisco Marrero and Miguel Esteves;

East: with the properties of Nicanor Bayrón and Francisco Marrero;

West: with the properties of Miguel Esteves and Julio Vicenty.

According to the nineteenth recording, the property was measured and gave a surface area of fifty-three and three one-hundredths *cuerdas*, equivalent to twenty hectares, eighty-four ares and twenty-eight centiares.

There is a one-story cement house on the property, designed as a residence, that measures forty-five feet by eighteen feet, with columns, and there is also a concrete storage shed, two lean-to's, a small wooden and zinc hut and a water supply system with a motor and electric installation. It is recorded on page thirty-six (36), volume ninety-seven (97) of Las Marías, farm five hundred and eighty-one (581).

Borrower acquired the described property by purchase from Nelson Cuebas Torres and his wife, Zocorro Medina Rivera, pursuant to deed number one hundred and ten (110), dated May nineteen, nineteen eighty-four (1984), executed in the city of Lares, Puerto Rico before the Notary RAMON RAFAEL LUGO BEAUCHAMP.

Said property is subject to mortgage liens on behalf of United States of America in the amounts of SIXTEEN THOUSAND DOLLARS (\$16,000.00), FORTY THOUSAND DOLLARS (\$40,000.00), both of which have been reamortized pursuant to deed number 146, dated September 3, 1985; a mortgage in the amount of TWELVE THOUSAND DOLLARS, a mortgage in the amount of FIVE THOUSAND DOLLARS (\$5,000.00), and the mortgage furnished pursuant to this deed.

TWELFTH: The parties appearing in the present deed as Mortgagors are: MR. PEDRO ORTIZ CORDERO, of legal age, single, property owner and resident of Mayagüez, Puerto Rico, and whose mailing address is: Box four hundred and thirty-two (432), Maricao, Puerto Rico.

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cdas. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

Forma FmHA 427-1(S) PRa Fara Rings agr. 01007 la CAGHIMBANTy To Beparation of 1609/201 Paintale in the Paint Pa (Rev. 10-82) the physical ises and the construction and/or repair or improveme for agricultural) físicas en la finca(s) descrita(s).installations on the described farm(s) .----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structure---tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as---violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the---aptitud' el Cobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejectición de la hipoteca.--the foreclosure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the---tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.---owners or by their assignees or successors.-DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or --representantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Home Administration)-cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the future---pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings---allí enclavados o que en el futuro fueran construídos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitteda favor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen --(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31----

L.P.R.A. 1851).

- 15 -

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-

quier estufa, horno, calentador comprado o financiado total o parcialmente con

SEVENTEENTH: Mortgagee and mortgagor agree that any----

stove, oven, water heater, purchased or financed completely or partially with-

2007 Document 1-8 Filed 01/08/21 camo aquí garantizado, se considerará e inte Page 1/ Of 30 fondos del funds of the loan acrein guaranteed, will be considered and understood t de la propiedad gravada por esta Hipoteca.---of the property encumbered by this Mortgage. DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to movey a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty ----días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstancesvistas suera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he willnotificará por escrito al Supervisor Local.---notify it in writing to the County Supervisor .----DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructeden dicha finca durante la vigencia antes mencionada deberá ser construída previaon said farm(s) during the term hereinbesore referred to, must be made with the previousautorización por escrito del acreedor hipotecario conforme a los reglamentos preconsent in writing of mortgagee in accordance with present regulations-

VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two-----

[Translator's note: The preceding text ends as translated and is followed by a new page which is translated as follows:]

funds of the loan herein guaranteed, will be considered and understood to form part of the property encumbered by this Mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property object of this deed within the following sixty days from the date of final inspection, and in the event of unforeseen circumstances beyond his control which would impede him from to do so, he will notify it in writing to the County Supervisor.

NINETEENTH: All improvement, construction or building constructed on said farm(s) during the term hereinbefore referred to, must be made with the previous consent in writing of mortgagee in accordance with present regulations or future ones that may be promulgated pursuant to the federal and local laws not inconsistent or incompatible with the present laws which govern these types of loans.

TWENTIETH: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the Government pursuant to Forty-Two U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a).

As this involves a Limited Resources loan, as indicated in the promissory note, the Government may change the interest rate in accordance with Farmers Home Administration regulations.

[Translator's note: The previous text is followed by a new page that is translated as follows:]

CERTIFICATE

I hereby certify that the attached documents are true and accurate translations to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

DATED this 28th day of August of 2004.

Nicole Harris

Signature

WITNESS my hand and official seal hereto affixed this

28th day of August of 2004.

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

---Enclava además una casa almacén de concreto, dos casa de arrimados, una casilla de madera y zinc, y- un acueducto de agua con motor e instalación de luz.

reno marcada con el número doce (12) del caso C--mil trescientos ochenta y dos)1382) radicada en el
barrio FURNIAS del término municipal de Las Marías,
Püerto Rico, compuesta de:-----

TRES CUERDAS DE TERRENO, (3.00 cdas.) equivalente a ling hectárea, diez y siete áreas, noventa yuna dentiáreas, y mil ochocientas sesenta y ochocientas número el compleximas de otra, lindante por el con las parcelas número once (11) y----diez y siete (17) por el con las parcelas número once (11)

---OESTE:- con la parcela seis (6) y once (11)"---

---Dentro de la parcela se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y maderas del país, con divisiones interiores de-tosca y cemento con frente de treinta y tres pies-por doce (12) pies de fondo. Contruída por la -----Puerto Rico Reconstruction Administration,"------

---Inscrita al folio ciento setenta y seis (176)--del tomo setenta y uno (71) de Las Marías, finca--número dos mil doscientos veinte (2,220).-----

el Barrio Maricao Afuera del término municipal de-MARICAO, Puerto Rico, compuesta de:------

---Inscrita al folio doscientos cuarenta (240) del-tomo sesenta y seis (66) de Maricao, finca número-mil setecientos treinta y dos (1,732).-----

----TITULO Y CARGAS----

O CONTRACTOR OF THE PARTY OF TH

FARM NUMBER TWO (2): RURAL: Plot of land marked as number twelve (12) in case number C-one thousand three hundred and eighty-two (C01382). It is located in Barrio Furnias in the municipality of Las Marías, Puerto Rico and consists of:

THREE CUERDAS* OF LAND (3.00 cds.*), equivalent to one hectare, seventeen ares and ninety-one centiares and one thousand eight hundred and sixty-eight ten-thousandths of another. It has boundaries as follows:

North: with plots numbers eleven (11) and seventeen (17);

South: with plots numbers five (5), six(6) and thirteen (13);

East: with pots numbers thirteen (13) and seventeen (17);

West: with plots numbers six (6) and eleven (11).

On the plot there is a house of cement and tuff blocks, cardboard roof and native wood, with interior cement and tuff block partitions. It measures thirty-three feet across the front and twelve feet deep and was built by the Puerto Rico Reconstruction Administration.

FARM NUMBER THREE (3): RURAL: Plot of land located in Barrio Naranjales in the municipality of Las Marías, Puerto Rico, with a surface area of:

FIVE CUERDAS*, equivalent to one hectare, ninety-six ares, fifty-one centiares and ninety-five miliares. It has the following boundaries:

North: with a plot of land subdivided from the main farm and sold to Carmen Julia Olmeda;

South: with a plot of land subdivided from the main farm;

East: with a stream that separates it from the property of Hacienda Anita; West: with a road that separates it from the property of Anastacio Ramos.

It is recorded on page twenty-five (25), volume one hundred and fourteen (114) of Las Marías, farm number three thousand three hundred and ninety-eight (3,398).

FARM NUMBER FOUR (4): RURAL: Located in Barrio Maricao Afuera in the municipality of Maricao, Puerto Rico, consisting of:

TEN CUERDAS* of land, equivalent to two hectares, ninety-three ares and three centiares. It has the following boundaries:

North: with the main farm from which it was subdivided;

South: presently with the heirs of Oms, previously with César Gómez:

East: with the heirs of Benigno Ramírez;

West: with highway on-twenty (120) that runs from Mayaguez to Maricao.

It is recorded on page two hundred and forty (240), volume sixty-six (66) of Maricao, farm number one thousand seven hundred and thirty-two (1,732).

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. *Cdas.* is the abbreviation. From Maria Moliner's *Diccionario del Uso del Español*. It is recorded on page one hundred and seventy-six (176), volume seventy-one (71) of Las Marías, farm number two thousand two hundred (2,200).

The appearing party acquired the farms designated as number two (2) and four (4) through purchase from the United States of America, pursuant to deed number twenty-eight (28), dated February nineteen, nineteen eighty-six (1986), executed in this Notary office. It is subject to mortgage liens on behalf of the United States of America in the amounts of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00), TWELVE THOUSAND DOLLARS (\$12,000.00) and FIVE THOUSAND DOLLARS (\$5,000.00) and to the one furnished pursuant to this document.

The appearing party acquired the farm designated as number three (3) pursuant to deed number one hundred and five (105), dated September thirteen, nineteen eighty-three (1983), through purchase from Mr. Carlos Cama Bernacet and his wife, Consuelo Comas, in Mayaguez, Puerto Rico, before the Notary José A. Olivieri Rodriguez.

*Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cdas. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español. It is subject to mortgage liens on behalf of the United States of America in the amounts of TWELVE THOUSAND DOLLARS (\$12,000.00), FIVE THOUSAND DOLLARS (\$5,000.00) and to the one furnished pursuant to this deed.

The appearing party states, for the purposes of establishing a value for the first auction that would take place in the case of foreclosure, in accordance with Mortgage Laws, as amended, the mortgagee hereby appraises the properties at the amounts listed below. In addition, and also because this is a loan for agricultural purposes that is due seven (7) years from the execution of this deed, he distributes the responsibility amongst each of the mortgaged properties as follows:

EACH FARM SHALL BE RESPONSIBLE FOR:

PRINCIPAL: FIVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$5,250.00).

EACH FARM SHALL BE RESPONSIBLE FOR PAYMENT OF INTERESTS IN CASE OF LATE PAYMENT:

ONE THOUSAND SIX HUNDRED AND FIFTY-THREE DOLARS AND SEVENTY-FIVE CENTS (\$1,653.75).

EACH FARM SHALL BE RESPONSIBLE FOR COSTS, EXPENSES AND

LAWYERS' FEES, in the case of a lawsuit, in the amount of:

FIVE HUNDRED AND TWENTY-FIVE DOLLARS (\$525.00).

APPRAISAL OF EACH FARM:

SEVEN THOUSAND FOUR HUNDRED AND TWENTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$7,428.75).

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 28th day of August of 2004.

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

---Afectas también a la hipoteca que se constituyea virtud del presente documento.-------Finca número cuatro (4)--------"RUSTICA:- Porción de terreno radicado en el---Barrio NARANJALES del término municipal de Las Marias, Puerto Rico, tiene una cabida superficial de----CINCO CUERDAS DE TERRENO, equivalentes a una--hectarea, noventa y seis areas, cincuenta y una---centiáreas, y noventa y cinco miliáreas, en lindes----NORTE: - con parcela de terreno segregada de la-finca principal y vendida a Carmen Julia Olmeda-----SUR:- con parcela de terreno segregada de la--finca principal, al --------ESTE: - con quebrada que la separa de terrenos de la Hacienda Aníta, y al --------OESTE:- con un camino que la separa de terrenos de nastacio Ramos."--------Inscrita al folio veinticinco (25) del tomo ciento catorce (114) de Las Marías, finca número tres-mil trescientos noventa y ocho (3,398).----------TITULO Y CARGAS-------Adquirió el compareciente la antes descrita parcela de terreno a virtud de la escritura número cien to cinco (105) de fecha trece de septiembre de mil novecientos ochenta y Tres (1983) por compra a don Carlos Camara Barnecet y su esposa Consuelo Comas, -de Mayaguez, Puerto Rico,---ante el Notario José A. Olivieri Rodríguez de la--ciudad de Mayaguez, Puerto Rico.--------La propiedad antes descrita se halla libre de car gas y gravámenes.-------Se hallará afecta a la hipoteca que se constituye a virtud del presente documento.-----_____

They are also subject to the mortgage lien furnished pursuant to this document.

FARM NUMBER FOUR (4): RURAL: Plot of land located in Barrio Naranjales in the municipality of Las Marías, Puerto Rico, with a surface area of:

FIVE CUERDAS* of land, equivalent to one hectare, ninety-six ares, fifty-one centiares and ninety-five miliares. It has the following boundaries:

North: with a plot of land subdivided from the main farm and sold to Carmen Julia Olmeda:

South: with a plot of land subdivided from the main farm;

East: with a stream that separates it from the property of Hacienda Anita; West: with a road that separates it from the property of Anastacio Ramos.

It is recorded on page twenty-five (25), volume one hundred and fourteen (114) of Las Marías, farm number three thousand three hundred and ninety-eight (3,398).

TITLES AND CHARGES

The appearing party acquired the previously described plot of land pursuant to deed number one hundred and five (105), dated September thirteen, nineteen eighty-three (1983), through purchase from Mr. Carlos Camara Barnecet and his wife, Consuelo Comas, in Mayaguez, Puerto Rico, before the Notary José A. Olivieri Rodriguez, of the city of Mayaguez, Puerto Rico.

The previously described property is free of charges and liens.

It will be subject to the mortgage lien furnished pursuant to this deed.

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cdas. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

DATED this 28th day of August of 2004.

Nicole Harris

Signature

WITNESS my hand and official seal hereto affixed this

28th day of August of 2004.

Notary Public
State of Washington
Rosa Walker

Commission Expires 02-01-06

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

17

PRESENTA TO 1/24	Field Ding
ASIENTO 537	tomo 369
del Diario San Germán, P. R., d	ques 19 Fro
	0
- Company of the Comp	Hegistrador

Jolio 246 cmello, 40mo 66 Maricao, fing #1732, e inscripcion 6 a. Landa además con Lipoteca en ga-10,500.00 a favor de E. U. De a., actuando gos la Administración de Hogares de agricultores y con hipoleca por \$12,000,00 a formar de E. U.lea., actuar do por conducto De la misma administración, granter de -1- pagare! San Hernan, a 26 de septiembre De 1986, digo, sachibro 6, 1986 fin derechas

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings. So they state and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who gives faith to everything contained in this deed.

SIGNED: PEDRO ORTIZ CORDERO SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP

I CERTIFY: That this true and exact copy of the original which is filed as number 88 in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are adhered and cancelled in the original.

ATTESTING TO WHICH and for delivery to Farmers Home Administration, I issue this certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature]
NOTARY PUBLIC
[Seals]

Presented at: 11:45 a.m.

Entry: 538

Volume: 389 of the Log of San Germán, P.R., July 3, 1986

Registrar

Page 246, side two, volume 66 of Maricao, farm #1732, 6th recording. It is also subject to a mortgage lien securing 1 promissory note in the amount of \$15,500.00 on behalf of U.S.A. acting through Farmers Home Administration, and to a mortgage of \$12,000.00 on behalf of U.S.A. acting through Farmers Home Administration, securing 1 promissory note.

San Germán, September 26, 1986, that is, October 8, 1986

No fees.

[Signature] Registrar [Seal]

CERTIFICATE

I hereby certify that the attached Deed of Acceptance is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 28th day of August of 2004.

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

Form FmHA 1940-17 (S) (Rev. 11-1-78)



UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: OL -- Limited Resources

In accordance with:

XX Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

Name: PEDRO ORTIZ CORDERO

State: PUERTO RICO

Office: LARES

Case Number: 63-34-Date: MARCH 23, 1987

ACTION REQUIRING NOTE:

Initial Loan

XX Subsequent Loan

Consolidation and Subsequent Loan

Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00), plus interest on the unpaid principal of FOUR AND ONE HALF PERCENT (4.5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 8 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$736.00......on January 1, 1988 \$4,072.00......on January 1, 1989 \$21,X

and \$4,072.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 7 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the Farmers Home Administration regulations (7 C.F.R. 1861.2), according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect Borrower's obligation to pay the remaining installments as scheduled herein. Should the Government assign this note at any time, and insure the payment thereof, Borrower shall continue to make payments to the Government, as collection agent for the holder.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly, or, except for final payment, may be retained and remitted by the Government to the holder on an annual installment due date basis. The effective date of any prepayment made by Borrower, except for payments retained and remitted by Government to holder on an annual installment due date basis, shall be the date of the Treasury check with which the Government remits payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis, shall be the date of the prepayment made by Borrower, and the Government shall pay interests to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount forwarded or invested by the Government to obtain payment of this note, or to maintain and protect the guarantee of the loan, or otherwise invested under the terms of any guarantee covenant or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become a part of the loan and shall accrue

interests at the same interest rate of the principal of the loan evidenced herein, and shall become immediately due and payable by Borrower to the Government, without the need of requirements.

Property constructed, improved, purchased or refinanced in whole or in part with the loan evidenced herein shall not be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower shall personally operate said property as a farm if this loan is for a farm owner (FO).

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is indicated in the box above, under the heading "Action Requiring Note", this note is issued to consolidate, reamortize, or evidence a new payment plan, but not as satisfaction of principal and interests of the following note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: INTEREST RATE: DATE: ORIGINAL BORROWER: FINAL PAYMENT DUE:

The securing documents given in relation to the loans evidenced by these described notes or other stated obligations are not affected by the execution of this consolidation, reamortization or restructuring. These securing instruments shall remain in effect, and the guarantee offered for the loans evidenced by the described note shall remain as guarantee for the loan evidenced by this note and by any other stated obligation.

REFINANCING AGREEMENT: If at any time, the Government finds that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers

[Handwritten] Promissory note \$21,000.00

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
Pedro Ortiz Cordero	(BORROWER)
	(BORROWER)
Box 432, Maricao, P.R	. 00706

The amount of this note and the mortgage securing re-amortized on January 18, 1991 had an unpaid balance in the amount of \$14,395.56 of principal, which will accrue interests at the annual rate of FOUR POINT FIVE (4.5) percent, and the amount of \$683.29 of NON capitalizable interests, which WILL NOT accrue interest, to make a total of \$15,078.85, and this evidenced debt will be paid as follows:

\$617.00 on or before January first of the year 1992;

\$648.00 on or before January first of the years 1993 and 1994;

\$2,271.00 on or before January first of each year subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be made on or before January first of the year 2002, pursuant to deed number THREE (3) dated this same day before the Public Notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS. In Lares, Puerto Rico on January 18, 1991.

[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Public Notary
[SEAL]

PAYMENT LOG

AMOUNT DATE \$ 15,750.00 02/25/87 AMOUNT DATE

AMOUNT DATE

\$

TOTAL: \$

Page 2

Format FmHA 1940-17 (8) (Rev. 11-1-78)

Jay-Ce- Agriculture

[Handwritten paragraph]

[Illegible] the farm # 3,398 recorded on page [text cut off], volume 114 of La Asunción as constituted by the mortgagee Farmers Service Agency, [through] the Farmers Home Administration for consideration of the sum of \$10,000.00, pursuant to deed # 3 executed in Mayaguez, Puerto Rico, before the Notary Edgardo Delgado [illegible]. I bear witness, in Mayaguez, P.R. on February 18 of 1997.

[Signature] [Seal]

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this

24th day of April of 2007.

RIGH

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (80) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en _____ plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

736.00	_ en enero 1, 19 ⁸⁸ ,	4,072.00	en enero 1, 19 ⁸⁹
	_ en enero 1, 19 ;	\$	en enero 1, 19
	_ en enero 1, 19 ;	\$	en enero 1, 19 ;
	_ en enero 1, 19 ;	\$	en enero 1, 19 ;
\$_4,072,00	_ en enero 1, 19 ;	\$	en enero 1, 19 ;
•	, subsigui	ientemente en enerò	l de cada año hasta que el principal
e intereses sean completamente pag	ados excepto que el pla	zo final de la deuda	aquí evidenciada, de no ser pagada
nteriormente, vencerá y será pagade	ro enanos de	ia fecha de este pagar	i y excepto que se podrán hacer pagos
delantados según se provee más aba			

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedoro, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	III TIMO DI AZO A TIDA
\$	%	,19		ULTIMO PLAZO A VENCER
\$	%	.19		.19
	%	.19		,19
	- %	.19		,19
	%	.19		,19
	%	.19		,19
	%	,19		,19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso so	n por la presente expre	samente renunciad	os.	
		Pedul	f Den	
		Pedro Ort	iz Cordero	(Prestalario)
				(Prestatario)
		Aparta	ado 432, Maricac	o, P.R.
				
El importe de este al día 18 de enero de\$14,395.56 de prin MEDIO (4.5) por cient lizables los cuales n\$15,078.85 cuya de forma:	e 1991, dio un cipal que deve o anual y la so devengarán euda asumida ha del primero de los año 1995 y esa enero de cada aquí asumida egún consta de	saldo monta engará inter suma de \$683 intereses pa abrá de ser de enero del 1993 y 1994; a misma cant año subsigu que se hará e la escritu	ente a la suma eses a razón 29 de intere ra un total o pagada en la año 1992; - \$2,271.00 e idad de \$2,27 de en ó antes ra númar x TR	de: de CUATRO Y eses NO capita- de: siguiente 5648.00 en ó en ó antes del 71.00 en ó o el pago final del primero de ESES de esta go Reauchamp.
	lico a 18 de en			
RAMON RAFAEL NO BEA		p-Público De adelantos	NOTAL	RIO O
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nor thui Mar 11ch an	asc 9:2 1-ev-0100 7 - Document 1-10 - F ile d 01/08/2 1 - Page 1-01-1 3
Rev. 10-82)	NUMERO NUMBER CUARENTA Y POS (42)
,·	
-	En la pueblo de Lares, Puerto Rico a los veintitres (2 días del mes de MARZO de mil novecientos ochenta ysiete (1987)
	ANTE MIBEFORE ME
•	RAMON RAFAEL LUGO BEAUCHAMP,
	Abogado y Notario Público de la Isla de Puerto Rico con residencia en Laron,
	y oficina en Puerto Rico; and office in Lares, Puerto Rico.
	COMPARECENAPPEAR
	Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage———————————————————————————————————
1	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
	aparecen de dicho párrafo.————————————————————————————————————
/ V	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos l, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—
	de su edad, estado civil, profesión y vecindadstatus, profession and residence
THO N BAFTER	Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
ABOGABO	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
	miento.————————————————————————————————————
OUT THE	EXPONEN
SECONO	PROMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
	pártafo. UNDECIMO así como de todos los derechos e intereses en las mismas, paragiagh ELEVENTH of this mortgage, and of all rights and interest in the same———
MARAGUEZ	denominada de aquí en adelante "los bienes"
The A	SECONDO: Que los bienes aqui hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
	se especifican en el párrafo UNDECIMO.————————————————————————————————————
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States
	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con

EXHIBIT

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un préstamo o prestamos evidenciado por uno o más pagarés o con. lo de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)—— rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of thelas contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges hayan estimado sobre la propiedad hipotecada.--estimated against the property. CUARTO: Se sobreentiende que:-FOURTH: It is understood that:-(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the-ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note andasegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oneconsolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five ofla Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended. (Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is genranteed by the mortgagee (per cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,----prestamista asegurado. (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, thedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender alongel pagaré un endoso de seguro garantizando totalmente el pago de principal e inwith the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.-and interest. (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee, hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder---dor cederá todos sus derechos y remedios contra el deudor hipotecario y cualeswill forego his rights and remedies against the mortgagor and any

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others in connection with said loan, as well as any benefit-

quiera otros en relación con dicho préstamo así como también a los beneficios

Forma FmHA 427-1(S) PR (Rey. 10-82)

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will amign the note to the mortgagee should the mortgagorviolación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.-supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,----tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event theque el acreedor 'lipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default plimiento por parte del deudor hipotecario.-by the mortgagor .-QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note---ca conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteheld by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVEamount of the note as specified in subparagraph (one) of paragraph NINTH-NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the---pape de sti renovación cualquier convenio contenido en el mismo, o extensión y pape de any renewals and extensions thereof and any agreements contained therein,—— en todo liempo que el pagaré sea poseído por el prestamista asegurado en garan-at all lines when the note is held by an insured lender, in guaranteetia de las somas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí contignado para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in-

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor -contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor-la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on--los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e The rents, issues and profits thereof and revenues andingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or--el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to---las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor ----por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y al amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full .--En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ecthereon before and after maturity until paid, losses sustained by the---dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and ----quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account- hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and----gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of ----vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additionaladicional especificada en el párrafo NOVENO de este documento. ---amounts as specified in paragraph NINTH hereof .----SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows:----(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness----

Document 1 10 Filed 01/08 Forma FmHA 427-1(S) PR a e indemnizar y conservar libre de pérdida al edor hipotecario aqui garant. (Rev. 10-82) to the mortgagee hereby secured and to indemnify and save harmiess the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, thedeudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.--as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los ; and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.regulations of the Farmer's Home Administration. (Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder-del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario. --referred to in paragraph FOURTH hereof for the account of the mortgagor. Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be creditepor el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.-by the mortgagee for the account of the mortgagor .----Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in thisl: 9B ançafo devengará intereses a razón del CUATRO Y MEDIO---paragraph shall bear interest at the rate of SECCION por ciento (4.5 Der cent lual à partir de la fecha en que venció el pago hasta la fecha en que el deudor hum from the date on which the amount of the advance was due to the date of payment Dipotecario lo satisfaga. to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any-

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,-

raciones, gravánienes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,--

dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of theCase 3:21 cv-01007 Document 1-10 Filed 01/08/21 Page 6 of 23

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's fallure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance---hasta que los mismos sean satisfechos por el deudor hipotecario. --until repaid to the mortgagee .---(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, --teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagor---tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgager without demand at the--designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance--hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant--del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from theprimeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any paymentspago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or anyotra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee--hlpotecario determinare. --détérmines (Sēis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (SDI) To use the loan evidenced by the note solely --los/propósitos autorizados por el acreedor hipotecario.----for purposes authorized by mortgagee.----(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens---menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee----tecario bajo los términos de esta hipoteca.----under the terms of this mortgage.-(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required ---ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions--aprobare el acreedor hipótecario.---approved by mortgagee .----(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conscrvation of the property; he will not commit nor ----mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish

Case 3:21-cv-01007 Document 1-10 Filed 01/08/21 mejora en los bienes, ni cortará ni removerá lera de la finca, ningun edifici

Forma FmHA, 427-1(S) PR (Rev. 10-82)

any building or improvement on the property; nor will he cut or remove wood from the farm

ni removera ni permitira que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other----

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out-

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices-

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to----

tiempo pueda prescribir.----time may prescribe.-

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-(Ten) If this mortgage is given for a loan to a farm owner as identified-

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor --

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation --

ción o al arrendamiento.-----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, ---

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

Deperación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations-

gue afecten los bienes o su uso.----affecting the property or its use.-

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times-

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not --

egada está siendo mermada o deteriorada y si dicho examen o inspección deter-Curity given is being lessened or impaired, and if such inspection or examination shall-

mirard a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-distinse in the judgment of mortgagee, that the security given is being lessened-----

mada o deteriorada, tal condición se considerará como una violación por parte del impaired, such condition shall be deemed a breach by the-

deudor hipotecario de los convenios de esta hipoteca.--mortgagor of the covenants of this mortgage.--

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify-

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option-

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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by morigagee by said procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered...... garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause para adelantos, gastos y otros pagos. ---lor advances, expenditures and other payments. -esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreeshould abandon the property or voluntarily deliver it to mortgagee, dor hipotecario, el acreedor hipotecario es por la presente autorizado y con podemortgagee is hereby authorized and empowered-sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the----gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced-en el orden y manera que el acreedor hipotecario determinare. ån what ever order and manner mortgagee may determine,-ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at atipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes,-y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured——— con cualquier clausula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreeincompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-

Case 3:21-cv-01007 Document 1-10 Filed 01/08/21 Page 9 of 23

Forma ForiA 427-1(S) PR (Rev. 10-82)

dores, o los bienes o parte de ellos o cualquier interés en los numos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costs of survey, evidence of title, court costs, recordation see and

rarios de abogado.----attomey's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

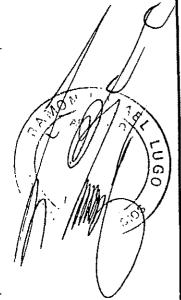
sapilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí

grantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del cured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation-

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)



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negociar con el deudor hipotecario o conceder al deudor hipoteca...o cualquier deal in any way with mortgagor or grant to mortgagor anyindulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbestance or extension of the time for payment of the note (with theconsentimiento del tenedor de dicho pagaré cuando esté en manos de un prestaconsent of the holder of the note when it is held bymista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to mortgagee rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment orpostergación de esta hipoteca a favor de cualquiet otro gravámen constituído sobre postponement of this mortgage to any other lien overdichos bienes. said property. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in----acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest-----terés alguno en o sobre el gravámen y los beneficios aquí contenidos.in or to the lien or any benefits herein contained .-(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held-tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.constitute default hereunder. remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration,-Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in thecaso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante.hereinafter.-(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee

i sý

o/o) per annum;

per cent (

Case 3:21-cv-01007 Document 1-10 Filed 01/08/21 Page 12 of 23

I T	Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: wo. At all times when said note is held by an insured lender:
{	A) A)VEINTIUN MIL
	DOLARES (\$ 21,000.00
	para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado lor indemnifying the mortgagee for advances to the insured lender
1	por motivo del incumplimiento del deudor hipotecario de pagar los plazos según oy reason of mortgagor's failure to pay the installments as———————————————————————————————————
1	se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
	Tercero;
	(B)TREINTA Y UN MIL QUINIENTOS
	DOLARES (\$ 31,500.00 pollars (\$
	para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda lor indemnifying the mortgagee further against any loss it might————————————————————————————————————
	sufrir bajo su seguro de pago del pagaré
1	Tres. En cualquier caso y en todo tiempo;————————————————————————————————————
) 	(A) OCHO MIL CUATROCIENTOS DOLARES
	(\$ 8,400.00) para intereses después de mora: (\$) for default-interest;
	(B)CUATRO MIL DOSCIENTOS DOLARES
	(\$4,200.00) para contribuciones, seguro y otros adelantos para la con-) for taxes, insurance and other advances for the preservation.
1	servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
	SEXTO, 'Fercero;
	(C)DOS MIL CIENDOLARES
X	(\$ 2,100.00) para costas, gastos y honorarios de abogado en caso) for costs, expenses and autorney's fees in case————————————————————————————————————
	de ejecución;
	(D) DOS MIL CIEN DOLARES
	(\$ 2,100.00) para costas y gustos que incurriere el acreedor hipoteca- (\$) for costs and expenditures incurred by the mortgagee in-
	rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with————————————————————————————————————
	venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as-
	se consigna en el párrafo SEXTO, Trece.

1/c \ Cod Si	
orma FmHA 427-1(S) PRS Rev. 10-82)	DECIMO: Q el (los) pagaré(s) a que se hace referencia en arrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD
	de esta hipoteca es (son) descrito(s) como sigue: of this mortgage is(are) described as follows:
	"Pagaré otorgado en el caso número "Promissory note executed in case number 8888nta y tres-treinta y cuatro-
	techago el día veinti
	tres (23) de MARZO de mil novecientos day of nineteen hundred and
	ochenta y siste (1987), in the amount of VEINTIUN MIL
	dólares de principal más of principal plus
	intereses sobre el balance del principal adeudado a razón del CUATRO Y MEDIO- interest over the unpaid balance at the rate of
, (4.50%) por ciento anual, percent per annum,
	hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,
	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed
ARCGADO I	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
(TOME	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due
S. Marine S.	and payable
X STATE OF THE STA	años de la fecha de este pagaré. years from the date of this promissory note.
	Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Sald promissory note is given as evidence of a loan made by the
	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
0 40	101 1961 of the conformidad con el "Title V of the Housing Act of 1949", según las 1961 or pursuant to "Title V of the Housing Act of 1949, as
340 SEC	CCIDENT Side et mendadas y está sujeto a los presentes reglamentos de la Administración DE amended sud is subject to the present regulations of the Farmers
	de Hogales de Agricultores y a los futuros reglamentos no inconsistentes con dicha Hime Administration and to its future regulations not inconsistent with the
NA MA	COURTY De cura descripción, yo, el Notario Autorizante, DOY FE. express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH. UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
and the second s	UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which
	constituye Hipoteca Voluntaria, se describe como sigue:
	1

---FINCA NUMERO UNO (1):- RUSTICA:- Situada en el Barrio NARANJALES del término municipal de LAS MARIAS, Puerto--Rico, compuesta de:--------CÍNCUENTA Y UNA CUERDAS más o menos de terreno equivalentes a veinte hectareas, cuatro áreas, y cincuenta centiareas, en lindes por el:--------NORTE:- con terrenos de Andrés Massari, los de Nicanor Bayrón y los de Francisco Marrero; al---------SUR:- con terrenos de Francisco Marrero y los de Mi--quel Esteves; al----------ESTE:- con terrenos de Nicanor Bayrón y los de Fran--cisco Marrero y al-------- DESTE: - con terrenos de Miguel esteves y Julio Vicenty ---Según la inscripción décima novena dice que la fincafué mensurada y resultó con una cabida de Cincuenta y Tre Cuerdas con Tres Céntesimas de otra, equivalentes a veinte hectáreas, ochenta y cuatro áreas, veintiocho centiare ---Encleva una casa de una sola planta destinada a vivien da de cemento que mide cuarenta y cinoo pies por diez yocho pies, en columnas, y enclava además una casa almacén de concreto, dos casas de arrimados, una casilla de mader y zinc y un acueducto de agua con motor e instalación de luz.- Inscrita al folio treinta y seis (36) del tomo---noventa y siete (97) de Las Marias, finca quinientos oche Adquirió el prestatario la descrita finca por ta y uno (581).-----Borrower acquired the described property by compre a Nelson Cuebas Torres y su esposa Zocorro Medina Rivera, ---según consta de la Escritura Número Ciento Diez (110)----pursuant to Deed Number defecha diez y nueve de mayo de mil novecientos ochenta-^{/in}&flatro (1984).----otorgada en la ciudad de Leres, Puerto Roic, digo, Rico,----executed in the city of ante el Notario RAMON RAFAEL LUGO BEAUCHAMP, -----Dicha propiedad se encuentra afecta a hipotecas a favor de Estado Said property is Unidos de América por las sumas de Discissis--Mil Dólares(\$16,000.00) Cuarenta Mil Dólares (\$40,000.00) ambas hipotecaș reamortizadas a virtud de la escritura-146 de fecha 3 de septiembre de 1985, hipoteca por la suma de Dece Mil Dólares, hipoteca por la suma dde Cinco---Mil Dólares (\$5,000.00) y la que se constituye a virtuddel presente documento.----

D V CO

Para las otras fincas vease

folio 16-A en

adelante

carios are DON PEDRO ORTIZ CORDERO, mayor de edad, aoltera,-propietario y vecino de Mayaguez, Puerto Rico, -----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-

TWELFTH: The parties appearing in the present deed as Mortgagors -

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used—————

Case 3:21-cv-01007 Document 1-10 Filed 01/08/21 Page 15 of 23

Forma FmHA 427-1(S) PR (Rev. 10-82)

_	
	para fines agrículas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical——
	físicas en la finca(s) descrita(s)
	DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc- FOURTEENTH: The borrower will personally occupy and use any structure
	tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan————————————————————————————————————
	aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes sald structure unless
	que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as———————————————————————————————————
	violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause————————————————————————————————————
	vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the————————————————————————————————————
	aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed to
	ejecución de la hipoteca.————————————————————————————————————
	DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction————————————————————————————————————
	o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc- or building existing on the farm(s) hereinbefore described and all improvement,————————————————————————————————————
	ción o edificación que se construya en dicha finca(s) durante le vigencia del prés- construction or building constructed on said farm(s) while the———————————————————————————————————
`	tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present—————
ر د	dueños deudores o por sus cesionarios o causahabientes.————————————————————————————————————
_	DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and
	y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or————————————————————————————————
	rèpresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmera Home Administration)————————————————————————————————————
ć	Ctralquier derecho de Hogar Securo (Homestead) que en el present o en el futuro Eury Momestead right (Homestead) that presently or in the future
S	pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios una propiedad described in paragraph eleventh and in the buildings
0.0	alí inclavações o que en el futuro fueran construídos; renuncia esta permitida tereno or which in the future may be constructed; this waiver being permitted———————————————————————————————————
12	raciliayor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen———————————————————————————————————
ľ	(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
	L.P.R.A. 1851)
	DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual- SEVENTEENTH: Mortgagee and mortgagor agree that any
	quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with

	fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part
	de la propiedad gravada por esta Hipoteca.————————————————————————————————————
	DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————
	y a octipar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty————————————————————————————————————
	días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstances—————
	vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will———————————————————————————————————
	notificará por escrito al Supervisor Local.————————————————————————————————————
	DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed————————————————————————————————————
	en dicha finca durante la vigencia antes mencionada deberá ser construída previa- on said farm(s) during the term hereinbefore referred to, must be made with the previous
	autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations————————————————————————————————————
	sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the federal and
	locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
	cestos tipos de préstamos.————————————————————————————————————
	VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of
	cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the
	por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
	de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a) U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)
	Por tratarse de un préstamo de recursos limitados
I	según indicado en el pagaré, el Gobierno puede cambiar
ı	el por ciento de interés de acuerdo con los reglamen
I	tos de la Administración de Hogares de Agricultores
I	1057 P.C.
I	}
I	WEI
	<u> </u>
ľ	

--- "FINCA NUMERO DOS (2):- RUSTICA:- Parcela terreno marcada con el número doce (12) del Caso C- mil trescientos ochenta y dos (CO1382) radicada en el-Darrio Furnias del Lérmino municipal de Las Marias Puerto Rico, compuesta de:-------- TRES CUERDAS DE TERRENO (3.00 cds.) equivalentes a una hectárea, diez y siete áreas, noventa y unacentiáreas, y mil ochocientos sesenta y ocho diezmilesîmas de otra lindante por el:--------NORTE:- con las parcelas número once (11) y ---, diez y siete (17) por el--------SUR:- con la parcela número cinco (5) y seis (6) -y trece (13); por el--------ESTE:- con la parcelas trece (13) y diez y siete (17) por el--------OESTE:- con parcela seis (6) y once (11)."----·---Dentro de la parcola se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y maderas del país, con divisiones interiores de-tosca y cemento con frente de treinta y tres piespor doce plea de fondo, construida por la Puerto--Rico Reconstruction Administration.--------Inscrita al folio ciento setenta y seis (176)--del tomo setenta y uno (71) de Las Marias, finca-número dos mil doscientos veinte (2200).------

--- "FINCA NUMERO TRES (3):- RUSTICA:- Porción de-terreno radicada en el Barrio NARANJALES del tér-mino municipal de Las Marias, Puerto Rico, tiene--una cabida superficial de:-------- CINCO CUERDAS DE TERRENO, equivalentes a una-hectárea, noventa y sois áreas, cincuenta y una--centiareas y noventa y cinco miliáreas, en lindes ---NORIE:- con parcela de terreno segregada de lafinca principal y vandida a Carmen Julia Olmeda;-----SUR:- con parcela de terreno segregada de la--fines principal; al--------ESID:- con quebrada que la separa de terrenos da la Hacienda Anita y al--------OESIE:- con un cumino que la separa de terrenos de Anastacio Ramos."--------Inscritu al falia vainticinco (25) del tomo---ciento culocco (114) de LAS MARIAS, finca número-tres mil trescientos novents y ocho (3398),-----



-----TITULOS Y CARGAS-----

como DOS (2) y Custro (4) por compra a Estados Unidos de América, a virtud de la escritura número---veintiocho (28) de fecha discinueve de febrero demil novecientos ochenta y seis (1986) otorgada enesta Notaría. Se hallan afecta a hipotecas a favor de los Estados Unidos der América, por las sumas--de Quince Mil Quinientos Dólares (\$15,500.00) Doce Mil Dólares (\$12,000.00), Cinco Mil Dólares,----(\$5,000.00) y a la que se constituye a virtud del-presente documento.-----

---Adquirió el compareciente la finca descrita como Tres (3) a virtud de la escritura número Ciento--- Cinco (105) de Cecha trece de septiembre de mil no-vecientos ochenta y tres (1983) por compra a Don-- Carlos Cama Bernacet y su esposa Consuelo Comas,-- en Muyaguez, Puerto Rico, ante el Notario José A.-- Olivieri Rodriquez.----

∕--Afecta a hipolecas a favor de Estados Unidos de América por los sumas de Doce Mil Dólares (\$12,000. 00) y Cinco Mil Dólares (\$5,000.00) y a la que se-

SECCION

constituya a virtud del presento documento.--------Manificata el compareciente que para que sirva-de tipo a primera subasta que habrá de celebrarse-en cuso de ejecución de esta hipotera, y de conformidad con la Ley Hipolecaria, según enmendada, el-deudor hipotecario por la presente tasa los bienes en las sumas que se indicarán a continuación, y así mismo, y por tratarse de un préstamo para fines---agriculas y con vencimiento a los siete (7) años--del otorgamiento de esta escritura, distribuye la-responsabilidad entre cada una de las fincos hipo-tecadas como siguo:-------- CADA UNA DE LAS FINCAS RESPONDERAN DE:-------- PRINCIPAL: - CINCO MIL DOSCIENTOS CINCUENTA DOLA-RES (\$5,250.00)-------- CADA UNA DI. LAS FINCAS RESPONDERA PARA PAGO de--INTERESES EN CASO DE MORA:-----_---MIL SEISCIENTOS CINCUENTA Y TRES DOLARES CON----SETENTA Y CINCO CENTAVOS (\$1,653.75).-------- CADA UNA DE LAS FINCAS RESPONDERA PARA COSTAS, --CASIOS Y HONORARIOS DE ABOGADO, en caso de reclamación judicial en la suma de;-------- QUINIENTOS VEINTICINCO DOLARES (\$525.00)-------- TASACION DE CADA UNA DE LAS FINCAS:-------SIFTE MIL CUATROCIENTOS VEINTICCHO DOLARES CON-SETENTA Y CINCO CENTAVOS (\$7,428.75)-----

Comp. En. 16 A 27 1 (5) DB	ase 3:21-cv-01007 Document 1-10 Filed 01/08/21 Page 29 of 2
(Rev. 10-82)	ACEPTACIONACCEPTACION
;	El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
	yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.———— I, the authorizing Notary, have made to him (them) the pertinent legal warnings.————————————————————————————————————
	Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)———
	sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which
	le(s) advertí
	Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its————————————————————————————————————
	en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed
	incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES
	FE de todo el contenido de esta escritura.————————————————————————————————————
•	FIRMADO:- PEDRO ORTIZ CORDERO
	FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RAFAEL
	LUGO BEAUCHAMP
	CERTIFICO:—Que la que precede es copia fiei y enacta de su original que bajo el número de instrumentos públicos para el corriente año. Kay acheridos y debidemente cancelados en el original los correspondientes sellos de Rentas Internas e impuesto Notarial. EN TESAMONIO DE LO CUAL, y para entregar explicada, que FIRMO, SIGNO, SELLO Y RUBRICO, por explicito enciada su saca DOY FE. RAMON RAFAEL LUGO BEAUCHAMP Notario Público
	SECCION SECCION
	~ \

Inscritar la hipotero pur refino dato documento a la jolio 73 uto, 82 y 29 de los Tomos 114 y 143 de Jose Marias, fincas 581, 2,200 y 3398 e inocupciones 5ª, 7ª y 35ª. Dominio y afector alemais a hipoteras a favor de Estados Unidos de americas pari \$ 12,000.00 y \$5,000.00 además la fires 581 a hipoteros a favor de Estados Unidode mericos por \$16,000.00 4 \$ 40,000.00. (M) digo Se praiticos con la abvertereix de que si la hipotees no se asservant con el abrierestrador Feberal de Hogares segun se Estipularien la escritura a si Venciero o terminare decho peque, entones el parto sobre renunias del derecho de Horar Seguro llupra a ser ilegal y nuls poi ser contrario a la ley. Mayagiga 6 de Jeburo de 1989

Din Derechos



Manu list

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings. So they state and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who gives faith to everything contained in this deed.

SIGNED: PEDRO ORTIZ CORDERO SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP

I CERTIFY: That this true and exact copy of the original which is filed as number 42 in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are adhered and cancelled in the original.

ATTESTING TO WHICH and for delivery to Farmers Home Administration, I issue this certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature]
NOTARY PUBLIC
[Seals]

The mortgage to which this document refers is recorded on pages 73, side two, 82 and 29 of volumes 114 and 143 of Las Marías, farms numbers 581, 2200 and 3398 and 5th, 7th and 35th recordings. It is subject to mortgage liens on behalf of United States of America, for: \$12,000.00 and \$5,000.00. In addition, farm number 581 is subject to mortgage liens on behalf of United States of America in the amounts of \$16,000.00 and \$40,000.00. Warning is made that if the mortgage is not insured with the Federal Housing Administration as stipulated in the deed, or if said insurance should end or be cancelled, then the agreement on the waiver to Homestead Rights shall become null and void as it shall be against the law.

Mayaguez, February 6, 1989

No fees.

[Signature]

Registrar [Seal]

CERTIFICATE

I hereby certify that the attached Deed of Acceptance is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 28th day of August of 2004.

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

EXHIBIT 1

FmHA Form 1940-17 (S) (Rev. 12-88)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: OL

X Regular

Limited Resources

In accordance with:

X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

Name: ORTIZ CORDERO, Pedro

State: PUERTO RICO

Office: LARES

Case Number: 63-34-

Funds type: 44

Date: April 25, 1989

Loan No.: 11

ACTION REQUIRING NOTE:

Initial Loan

X Subsequent Loan

Consolidation and Subsequent Loan

Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of THIRTY THOUSAND DOLLARS (\$30,000.00), plus interest on the unpaid principal of NINE AND ONE HALF (9.5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 8 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$1,960.00on April 25, 1990	\$2,850.00on April	25, 1991
\$2,850.00on April 25, 1992		
and \$9,363.00 each January first subsequent		
for the final navment of the debt evidenced b		

and \$9,363.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable in 7 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]

Pedro Ortiz Cordero

(BORROWER) (Seal)

[Signature]

(BORROWER) (Seal)

PO Box 432 Lares, Puerto Rico 00669

PAYMENT LOG

AMOUNT DATE AMOUNT DATE AMOUNT DATE \$30,000.00 04/07/89 \$

TOTAL: \$30,000.00

On January 18, 1991 the amount of this Promissory Note and mortgage securing it has an unpaid balance in the amount of:

\$29,976.44 of principal, which shall accrue interests at the annual rate of FIVE (5) percent, and the amount of \$3,003.80 of NON capitalizable interest, to make a total of \$30,980.24, of which debt shallbe paid as follows: \$1,000.00 on or before January, 1992

\$1,000.00 on or before January first, 1993

\$1,499.00 on or before January first, 1995

\$4,276.00 on or before January first of everu year subsequently thereafter, except for the final payment, which shall be paid on or before January first, 2004, pursuant to deed number THREE (3) dated this same date before the Public Notary Ramon Rafael Lugo Bauchamp. I BEAR WITNESS.

In Lares, Puerto Rico on on January 18, 1991

[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Public Notary
[SEAL]

The farm number 3,398 recorded on entry 24th, volume 114 of Las Marias was released from one of the mortgages, as instructed by the Mortgagee the Farm Services Agency, formerly named the Farmer Home Administration for the valuable consideration of \$10,000.00, pursuant to deed number 3, executed in Mayaguez, P.R. before the notary Edgardo Delgado. I bear witness. In Mayaguez on February 18, 1997.

[Signature] [SEAL]

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this CA

24th day of April of 2007

Signature/

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

K		Tipo: OL	X Regular		
	RICULTURA DE ESTADOS UNI		Recursos Limitados		
ADMINISTRACION DE	HOGARES DE AGRICULTORE	S De acuerdo a:			
		X Consolidated Farm	n & Rural Development Act		
İ	PAGARE		Emergency Agricultural Credit Adjustment Act of 1978		
lombre	Dodwo	ACCION QUE REQ	UIERE PAGARÉ:		
ORTIZ CORDERO,	Oficina	Préstamo inicial	Restructuración		
PUERTO RICO	LARES	Préstamo Subsigu			
aso Núm. 63–34–	Fecha 25 de ABRIL de	1989 Consolidación y pr			
lave de Fondos 44	Núm. de Préstamo	subsigulente	Pagos Diferidos		
44		Consolidación			
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Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado, o restructurado, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese inuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se específican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podráñ, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida, por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La Propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO)

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o una "Restructuración" es indicado en el encasillado superíor de la primera pagina "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

v	ALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
 S		%	, 19		, 19
<u></u>		%	, 19		, 19
<u></u>		%	,19	·	, 19
<u> </u>		% .			, 19
		%	. , 19		, 19
<u> </u>		%	.19		,19
<u> </u>		%	, 19		, 19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agricola según explicado en el Exhibit M de la subparte G de la parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro, de enero de 1990, pero no al 1ro, de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro, de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terrenos altamente erodables, según la parte 12 del 7CFR, el Prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable, un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al 1ro de enero de 1995. El Prestatario además conviene en que deberá demostrar antes del 1ro de enero de 1995 que cualquier producción de cosechas en terreno altamente erodable después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

Case 3:21-cv-01007 Document 1-11 Filed 01/08/21 Page 8 of 9 INCUMPLIMIENTO: La falta de pago a su imiento de cualquier deuda aqui evidenciada o el implimiento de cualquier condición o acuerdo bajo este documento constituira incumplimiento bajo cualquier otro instrumento evidenciarido una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Actio el Emergency Agricultural Credit Adjustment Actiof 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

	Pede Of Ven	· · · · · · · · · · · · · · · · · · ·
(SELLO)	PEDRO ORTIZ CORDERO	(Prestatario)
	· · · · · · · · · · · · · · · · · · ·	(Prestatario)
(SELLO)	P.O. BOX 432, LARES, P.R.	00669

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 30,000.00	04-07-89	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
	<u> </u>		TOTAL	\$ 30,000.00	

Formulario FmHA 1940-17 (S) (Rev. 2-88)

RAMON RAFAEL LUCO PEAUCHAMP
Notario-Público

NOTARIO

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Liberach Totalment to fine of 3,398 insuit al fills 25 der

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Tomo 114 de los manis pom osí camentine. In Nacolom Hipsternin

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Forma (Rev.	FmHA 427-1(S) 10-32)	Case 3:21-cv-01007	Document 1-12	Filed 01/08/21	Page 1	of 27
	,		NUMBER NUEVE	(9)		

-HIPOTECA VOLUNTARIA-VOLUNTARY MORTGAGE

En el pueblo de Lares, Puerto Rico a los veinticincodías del mes de ABRIL de mil novecientos ochenta y nueve (1989).~~~~

> -ANTE MI--BEFORE ME

TRAMON RAFAEL LUGO BEAUCHAMP,-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Atterney and Notary Public for the Island of Puerto Rico, with residence in Lares, --

Puerto Rico, ---- y oficina en

Lares, ----- Puerto Rico.

---COMPARECEN---APPEAR

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in sull enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgaof their property, and they have, in my judgment, the necessary legal capacity to grant this---

voluntary mortgage,

--EXPONEN--

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in-

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

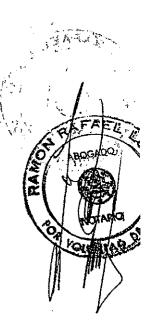
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States-----

EXHIBIT 12



un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub- a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)
rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the-
las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges
hayan estimado sobre la propiedad hipotecada.
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention———————————————————————————————————
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.
das
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,—————
prestamista asegurado.————————————————————————————————————
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree(Three) When payment of the note is insured by the mortgagee, the
dor hipotecario ototgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaré.
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender———————————————————————————————————
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designada como "cargo anual"
(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder-
dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales- will forego his rights and remedies against the mortgagor and any



Forma FnHA 427-1(S) Plasequiera 1 ros vión con dicho prestamo sul como también a neficios vión sald ioan, as well as any benefit

TO THE PART OF THE

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.-supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor inpotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorseinent by reason of any default plimiento por parte del deudor hipotecario.-by the mortgagor. QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan(b) at all times when the note is held by an insured lender, in guaranteetía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar. y conservar libre al acreedor hipotecario contra pérdidas bajo el en-herein to indemnify and save harmless the mortgagee against loss under its doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el

event and at all times whatsoever, in guarantee of the additional amounts specified in-

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para assourar el subparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobreilos the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests casements, hereditaments and appurtenances thereto belonging .-3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profité thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now orel futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof. sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagorpor virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full .-En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreethereon before and after maturity until paid, losses sustained by thedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account - --hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-attorney a fees of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional.... adicional especificada en el párrafo NOVENO de este documento.--amounts as specified in paragraph NINTH hereof .--SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows:-(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebteduess



Forma FmHA 427-1(S) pr Case 3:21 ev 01007 Document 1-12 Eiled 01/08/21 Page 5 of 2 (Rev. 10-82)

aquí garantizada émnizar y conservar libre de pérdida al acreedor ecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. los under its insurance of payment of the note by reason of any default by the mortgagor.———

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los ;

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance

párrafo devengará intereses a razón del mibparagraph shall bear interest at the rate of NUEVE Y MEDIO-----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any

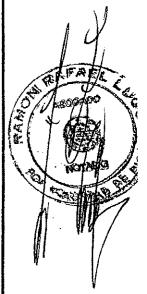
o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravamenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o unpuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance---hasta que los mismos sean satisfechos por el deudor hipotecario. --until repaid to the mortgagee .-(Cinco) Todo adelanto hecho por el acrecdor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, --teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipowith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at thedesignado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenantdel convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from theprimeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or anyotra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgageehipotecario determinare. ----los propósitos autorizados por el acreedor hipotecario.-for purposes authorized by mortgagee,-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liensmenes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgager ----tecario bajo los términos de esta hipoteca. under the terms of this mortgage,-(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as requiredra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro---nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantigades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions----aprobare el acreedor hipótecario.---approved by mortgagee,-(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all-----reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conscivation of the property; he will not commit nor ---mitira que se cometa ningún deterioro de los bienes; ni removera ni demolera permit to be committed any deterioration of the property; he will not remove nor demolish



-cv-01007 Document 1-12 Filed 01/08/21 Page 7 of 27 Forma FmHA 427-1(s) ningún edifici

nejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other----minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to----tiempo pueda prescribir,---time may prescribe. tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagorhipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of itmenos que el acreedor hipotecario consienta por escrito en otro método de opera-🔞 n o al arrendamiento. (Someterá en la forma y manera que el acreedor hipotecario requiera la even) To submit in the form and manner mortgagee may require, información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations que afecten los bienes o su uso. ---affecting the property or its use.— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall----mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by thedeudor hipotecario de los convenios de esta hipoteca.---mortgagor of the covenants of this mortgage .-(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possessiondel deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify-

RAN Y

mortgagee of such action, and mortgagee at its option-

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su ageión,

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of itaintereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by morigagee by said proceedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause (Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) If the mortgagor at any time while this mortgage remains in effect esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, res para tomar posessión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada; by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare.in what ever order and manner mortgagee may determine.-----(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor (Fifteen) At any time that mortgagee determines that mortgagor hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y acceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured-deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fall to comply con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



Case 3:21-cv-01007 Document 1-12 Filed 01/08/21 Page 9 of 27

.Forma FmHA 427-1(S) PR ·(Rev. 10-82)

dores, or should the property or any part thereof or interest therein be assigned, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) todeclarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.-request the protection of the law.-----(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and rarios de abogado.---(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-obligacion herein set forth, and without affecting the liability----sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered atcualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligationgación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-an insured lender) or for payment of any indebtedness to mortgageerio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment orpostergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre portponement of this mortgage to any other lien over dichos bienes. said property. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipoter insured by mortgagee and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall constituirá incumplimiento de esta hipoteca.constitute default hereunder. remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,-en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Fuerto Rico, and in thecaso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as statedespecifica más adelante.-(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee



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orte d quier sentencia obtenido por expropiación for. the amount of al. gment obtained by reason of condemnation proceedings for public público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgmentpor daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so received to the payment of costs incurred in its collection and the balance to the payment———— pagaré, y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.---morigage, and if any amount then remains, will pay such amount to morigager. de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-of foreclosure of this mortgage, in conformity with the mortgage law, as amended, dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount (Vease los folios veintiuno (22) veintidos (22)y veintitres (23),----OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives, the requirement of law and agrees to bemiento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulationsno inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to thelas leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making andy aseguramiento del préstamo antes mencionado.-insuring of the loan hereinbefore mentioned. NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:-NINTH: The amounts guaranteed by this mortgage are as follows:-Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagec, or in the event mortgageehipotecario cediere esta hipoteca sin asegurar el pagare! should assign this mortgage without insurance of the note, TREINTA MIL----DOLARES (\$ 30,000.00) el principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as stipulated therein at the tate of NUEVE Y MEDIO---por ciento (O/o) anual; 9.5-

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender: (A)TREINTA MIL
DOLARES (\$ 30,000.00- para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender— por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguin- by reason of mortgagor's failure to pay the installments as— se especifica en el pagaré, con intereses según se e.pecifica en el párrafo SEXTO, specificad in the note, with interest as stated in paragraph SIXTH,— Tercero;————————————————————————————————————
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender— por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguin by reason of mortgagor's failure to pay the installments as— se especifica en el pagaré, con intereses según se e.pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,— Tercero;————————————————————————————————————
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado for indemnifying the mortgagee for advances to the insured lender— por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguin by reason of mortgagor's failure to pay the installments as— se especifica en el pagaré, con intereses según se e.pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,— Tercero;————————————————————————————————————
se especifica en el pagaré, con intereses según se e pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH, Tercero; Three; (B) (B)CUARENTA Y CINCO MIL DOLARES (\$ 45,000.00 para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
Tercero;————————————————————————————————————
(B)CUARENTA Y CINCO MIL
DOLARES (\$ DOLLARS (\$ 45,000.00) para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagec further against any loss it might—
DOLARES (\$ DOLLARS (\$ 45,000.00) para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might—
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré.————————————————————————————————————
Tres. En cualquier caso y en todo tiempo; Three. In any event and at all times whatevever:
(A) DOCE MIL DOLARES
(\$ 12,000.00~) para intereses después de mora:
(B)SEIS MILDÓLARES
6,000.00) para contribuciones, seguro y otros adelantos para la con-) for taxes, insurance and other advances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, 'fercero;
(C) TRES MIL DOLARES
(\$ 3,000.00) para costas, gastos y honorarios de abogado en caso (\$) for costa, expenses and uttorney's fees in case.
de ejecución;of foreclosure:
(D) (D)TRES MIL DOLARES
(\$\$3,000.00) para costas y gastos que incurriere el acreedor hipoteca- (\$) for costa and expenditures incurred by the mortgagec in
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with————————————————————————————————————
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.———————————————————————————————————



rorma FmHA 427-1(S) 84SE 3:21-CV-0100 Document 1-12 (Rev. 10-82) DECIMO: Que e DECIMO: Que e pagaré(s) a que se hace referencia en el parrafo TENTH: That the no.c(s) referred to in paragraph THIRD-----"Pagaré otorgado en el caso número sesenta y tres-treinta y cua-veinticinco (25)de ABRIL---- de mil nóvecientosnincteen hundred and ochenta y nueve (1989) por la suma de TREINTA MIL---dolares de principal más of principal plus ----(\$30,000.00)----intereses sobre el balance del principal adeudado a razón del interest over the unpaid balance at the rate of NUEVE Y MEDIO --) por ciento anual,) percent per annum, ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and atipulation contained in the promissory note and as agreed entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due-2 os ----SIETE (7)----and payable Dicho pagaré ha sido otorgado como evidencia de un prestamo concedido por el Said promissory note is given as evidence of a loan made by the



Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. -----express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH. ----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which

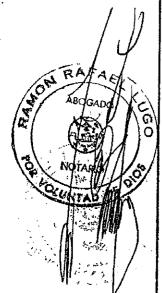
--FINCA NUMERO UND (1):- "RUSTICA:- Finca radicada en el Berrio Palma Escrita del término municipal de Las Marias, equivalentes a trece hectéreas, cincuenta y nueve áreas,noventa y dos centiáreas, colindendo por el:--------NORTE:- con el Camino de Palma Escrita; por el-----SUR:- con una quebrada; por el--------ESTE:- con terrenos de Ramón Frontera, con la Hecienda Teresa de Eugenio Orsini y con una quebrada y por el--------OESTE:- con la Sucesión de Gregorio Rochet."---------Inscrita al folio(coie) digo, ciento sesenta (160)--del tomo ciento veintinueve (129) de Las Maries, fincanúmero seiscientos noventa y nueve (699).-----(Para las otras fincas del número dos (2) al número---siete (7) inclusive, veáse del folio diecisiete (17) en-Adquirió el prestatario la descrita finca por Borrower acquired the described property by compra a Santiago Nuñez Irizarry y Lydia Rosado Beauchamp,----según consta de la Escritura Número pursuant to Deed Number Ciento Treinta y Seis (136)--de fecha cuatro (4) de octubre de mil novecientos ochenta y ocho (1988)----otorgada en la ciudad de executed in the city of Mayaguez, Puerto Rico----ante el Notario before Notary Franklin Rodriguez Manqual .----Dicha propiedad se encuentra afecta a hipoteca a favor de Fede-Said property is rel Land Bank, hoy Farm Credit Bank of Baltimore por la suma de Sesenta Mil Dólares (\$60,000.00) y a la que se-~ constituye a virtud de este documento.-----DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors carios :- DON PEDRO ORTIZ CORDERO (Seguro Social Número--) mayor de edad, soltero, propieterio y agricultor y vecino de Las Marias, Puerto Rico.----cuya dirección postal es: whose postal address is: Apartado Cuatrociento treinta y dos-(432) Maricao, Puerto Rico, -----DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-

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Forma FmHA 427-1(S) PR P

para fines agríco / la construcción y/o reparación y/o mejoras de las ... for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s). installations on the described farm(s), DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had clapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.the forcelosure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.-owners or by their assignces or successors.-DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby walves jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or representantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Home Administration)cualquies derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the futurepudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings--allí enclavados o que en el futuro fueran construídos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitteda favor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen-(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (18) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-L.P.R.A. (851)-L.P.R.A. 1851).-DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-SEVENTEENTH: Mortgagee and mortgagor agree that anyquier estufa, horno, calentador comprado o financiado total o parcialmente con



stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerara e interpreterá com parte funds of the loan herein guaranteed, will be considered and understood to form part.
de la propiedad gravada por esta Hipoteca.————————————————————————————————————
DECITIO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTÉENTH: The mortgagor agrees and obligates himsell to move————————————————————————————————————
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty ————————————————————————————————————
días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstances—————
vistas fuera del control del deudor hipotecario que le impidiera mudarse. éste lo beyond his control which would impede him to do so, he will
notificará por escrito al Supervisor Local.————————————————————————————————————
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed
en dicha finca durante la vigencia antes mencionada deberá ser construída previa- on said farm(s) during the term hereinbefore referred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations————————————————————————————————————
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the rederal and————————————————————————————————————
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern————————————————————————————————————
estos tipos de préstamos
VIGESIMO: Este instrumentò garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - 2 (42 U.S.C. 14902)——— U.S.C. Fourteen Ninety 2 (42 U.S.C. 14902)————————————————————————————————————
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---FINCA NUMERO DOS (2)------- "RUSTICA:- Situada en el Barrio Naranjales del--término municipal de Las Marías, Puerto Rico, com--puesta de:-------- CINCUENTA Y UNA CUERDAS DE TERRENO (51.00 cds)--más ó menos equivalente a veinte hectáreas, cuatro-áreas, cincuenta centiáreas, en lindes por el:-------NORTE:- con terrenos de Andrés Massari, los de---Nicanor Bayrón y los de Francisco Marrero; al--------SUR:- con terrenos de Francisco Marrero y los de-Miguel Esteves; al--------ESTE:- con terrenos de Nicanor Bayrón y los de---Francisco Marrero y al-------- OESTE: - con terrenos de Miguel Esteves y Julio---Vicenty."--------Según la inscripción décima novena dice que la--finca fué mensurada y resultô con una cabida de----Cincuenta y Tres Punto cero Tres Cuerdas (53.03 cds) equivalentes a veinte hectáreas, ochenta y cuatro --áreas, veintiocho centiáreas.--------Enclava una casa de una sola planta destinada a-vivienda de cemento que mide cuarenta y cinco pies-por dieciocho pies en columnas y encalva además unacasa almacén de concreto, dos casas de arrimados,--una casilla de madera y zinc y un-----acueducto de agua con motor e instalación de luz.------Inscrita al folio treinta y seis (36) del tomo--noventa y siete (97) de LAS MARIAS, finca número---quinientos ochenta y uno (581).-----

g.H.

---FINCA NUMERO TRES:----

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to 143 IM for 83 1.1 fca 2,200 drop 80 mil setecientos treints y dos (1732).----

---FINCA NUMERO CUATRO (4):-----

---"RUSTICA:- Porción de terreno radicada en el----Barrio Naranjales del término municipal de Las Ma--rías, Puerto Rico, tiene una cabida superficial de: ---CINCO CUERDAS (5 cds.) de terreno, equivalentes a una hectárea, noventa y seis áreas, cincuenta y una centiáreas, noventa y cinco miliáreas en lindes al:----NORTE:- con parcela de terreno segregada de la--finca principal y vendida a Carmen Julia Olmeda; al----SUR:- con parcela de terreno segregada de la finc principal; al-------ESTE: con quebrada que separa de terrenos de la-Hacienda Anita y al-------OÈŜTE:- con un Camino que la separa de terrenos-de Anastacio Ramos."--------Inscrita al folio veinticinco (25) del tomo cientó catorce (114) de LAS MARIAS, finça/número tres mil-trescientos noventa y ocho (3398).-----

--FINCA NUMERO CINCO (5):----

---"RUSTICA:- Parcela de terreno marcada con el número doce (12) del Caso C-mil trescientos ochenta y--dos (c-1382) radicada en el Barrio Furnias del tér-mino municipal de Las Marias, Puerto Rico compuestade:-TRES CUERDAS DE terreno, equivalente a una hec-tarea, diecisiete áreas, noventa y una centiáreas ymil ochocientas sesenta_.y ocho diez milesimas de---otra en lindes por el:-------NORTE:- con las parcelas números once (11) y diecisiete (17); por el-------SUR:- con le parcela número cinco (5) y seis (6) y trece (13); por el--------ESTE:- con la parcela trece (13) y diecisiete (17) ---DESTE:- con la parcela seis (6) y once (11)."-------Dentro de la parcela se encuentra enclavada una-casa de bloques de toaca y cemento, techo de cartóny maderas del país, con divisiones interiores de---tosca y cemento con frente de treinta y tres pies--por doce pies de fondo, construida por la P.R.R.A."----Inscrita al folio ciento setenta y seis (176) del tomo setenta y uno (71) de ŲAS MARIAS, finca númerodos mil doscientos (2200). У----

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---FINCA NUMERO SEIS (6):-------- "RUSTICA:- Parcela de terreno del caso C-mil ocho cientos treinta y cinco (C-1835) radicada en el Ba-rrio Palma Escrita de Las Marias, Puerto Rico con una cabida superficial de:-------TRES CUERDAS de terreno, marcada con el número---Dos (2) lindante por el:--------NORTE:- con una quebrada; al--------SUR:- con Eugenio Orsini y la parcela número cuatro (4); por el--------ESTE:- con Eugenio Orsini y terrenos de la Puerto Rico reconstruction Administration y por el--------0ESTE:- con la parcela número uno (1)."---------Contiene y le pertenece una casa de tosca, cemento y maderas, con divisiones interiores de tosca y ce-menta, con un frente de treinta y tres pies por doce pies de fondo construida por la P.R.R.A."---------Inscrita al folio doscientos tres (203) del tomocincuenta y tres (53) de Las Marias, finca número--mil sesicientos setenta y nueve (1679).--

---FINCA NUMERO SIETE (7):----

----"RUSTICA:- Parcela de terreno número uno (1) del caso número C-mil ochocientos treinta y cinco (C-1835) radicada en el Barrio Palma Escrita del término municipal de Las Marias, Puerto Rico compuesta de:--------TRES CUERDAS de terreno, equivalentes a una hec-tarea, diecisiete áreas, noventa y una centiáreas, y mil ochocientas sesenta y ocho diez milesimas de centiáreas, colinda por el:--------NORTE:- con una quebrada; por el---------SUR:- con las parcelas número dos y tres; al-------ESTE:- con la parcela número dos (2) y al-------- DESTE:- con una quebrada."-------Inscrita al folio cuarenta (40) del tomo sesentay nueve (69) de LAS MARIAS, finca número dos mil---cientos treinta y seis (2136).---/---------Adquirió el compareciente las fincas descritas--designadas del dos (2) el siete (7) de la siguienteminera y con las siguientes cergas:-------Finca Dos(2):- A virtud de la escritura número---

(A)



ciento Diez (110) otorgada en esta Notaría el dia---

A GA SO SOLO

diecinueve de mayo de mil novecientos ochenta y cuatro por compra a Nelson Cuebas Torres y Zocorro Me-dina Rivera. Afecta a hipotecas por las symas princi pales de Dieciseis Mil Dólares (\$16,000.00); Cuarent Mil Dólares (\$40,000.00); - Doce Mil Dólares (\$12,000 00); Cinco Mil Dolares (\$5,000.00) y Veintium Mil---Dólares (\$21,000.00) y la que se constituye hoy, afavor de Estados Unidos de América.-------Finca Número Tres (3):- Adquirida a virtud de laescritura número veintiocho (28) otorgada en esta---Notaría, el dia diecinueve de febrero de mil nove--cientos ochenta y seis de Estados Unidos de América. Afecta a hipotecas a favor de Estados Unidos de América por las sumas principales de:--------Quince Mil Quinientos Dólares (\$15,500.00);-----Doce Mil Dólares (\$12,000.00); - Cinco Mil Dólares---(\$5,000.00), Veintium Mil Dólares (\$21,000.00) y a-la que se constituye en el dia de hoy.--------Finca Número Cuatro (4):- Adquirida a virtud de-la escritura número Ciento Cinco de fechs trece de-septiembre de mil novecientos ochenta y tres , otorgada en esta Notaria, por compra a Carlos Cámara Bernacet y Consuelo Comas. Afecta a esta hipoteca y a-hipotecas por Doce Mil Dólares (\$12,000.00); Cinco-Mil Dólares (\$5,000.00) y Veintiun Mil Dólares,----(\$21,000.00) a favor de todas de Estados Unidos de~----Finca Número Cinco (5):- Adquirida a virtud de la escritura número Veintiocho otorgada en esta Notaria de fecha diecinueve de febrero de mil novecientos--ochenta y seis de Estados Unidos de América. Afecta a esta hipoteca y a hipotecas por las sumas de:-------Quince Mil Quinientos Dólares (\$15,500.00);-----Doce Mil Dôlares (\$12,000.00)); Cinco Mil Dólares---

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(\$5,000.00) y Veintium Mil Dôlares (\$21,000.00) afavor de Estados Unidos de América. ---Finca Número Seis (6) Adquirida a virtud de la--escritura número Doce de Compraventa otorgada en Mayaguez, Puerto Rico, ante el Licendiado José A. Olivieri Rodriguez el dia veintitres de enero de mil--novecientos ochenta y siete por compra a Máximo Mo-rales Rodriguez y Edelmira Rodriguez.--------Afecta a la hipoteca que se constituye en el diade hoy a virtud de este documento.--------Finca Número Siete (7):- Adqurida a virtud de laescritura número Ciento Sesenta y Tres en Mayaguez,-Puerto Rico ante el Licenciado José A. Olivieri----Rodriguez de doña Blanca Iris Cruz Jimenez.--------Afecta a la hipoteca que se constituye a virtudde este documento.-------Manifiesta el compareciente que para que sirva de tipo a primera subasta que habrá de celebrarse en--caso de ejecución de esta hipoteca, y de conformidad con la Ley hipotecaria por la presente tasa los bienes en las sumas que se indican a continuación, y--así mismo por tratarse de un préstamo para fines---agricolas y con vencimiento a los siete (7) años del otorgamiento de esta escritura, distribuye la res--ponsabilidad entre cada una de las fincas hipoteca-das de la siguiente manera:-------PRINCIPAL:-------Finca denominada Número Uno (1):- DIEZ MIL DOLA--RES (\$10,000.00)--------Finca denominada número dos (2):- SIETE MIL DOLA-RES (\$7,000.00)-------Fince denominada número Tres (3):- CUATRO MIL----DOLARES (\$4,000.00)-----



---Finca denominada número cuatro (4):- TRES MIL----DOLARES (\$3,000.00)--------Fincas denominadas números cinco (5); seis (6) ysiete (7):- CADA UNA; DOS MIL DOLARES (\$2,000.00)------PARA PAGO DE INTERESES EN CASO DE MORA--------Número Uno (1):- SEIS MIL SEISCIENTOS CINCUENTA-----Número dos (2):- CUATRO MIL SEISCIENTOS CINCUENTA Y CINCO DOLARES (\$4,655,00);---------Número Tres (3):- SOS MIL SEISCIENTOS SESENTA----DOLARES (\$2,660.00) - Dan Deman ---Número Cuatro (4):- MIL NOVECIENTOS NOVENTA Y----CINCO DOLARES (\$1995.00)------Número cinco (5); seis (6) y siete (7) cada una-en la suma de MIL TRESCIENTOS TREINTA DOLARES,-----(\$1,330.80).---------PARA COSTAS, GASTOS Y HONORARIOS DE ABOGADO EN---CASO DE RECLAMACION JUDICIAL:--------Número Uno (1):- MIL DOLARES (\$1,000.00)--------Número dos (2):- SETECIENTOS DOLARES (\$700.00)- $\frac{\sqrt{3}}{2}$ ---Número Tres (3):- CUATROCIENTOS DOLARES (\$400.00) --Número Cuatro (4):- TRESCIENTOS DOLARES (\$300.00) ---NUMEROS Cinco (5):- seis (6) y siete (7) cada una en DOSCIENTOS DOLARES (\$200.00).--------TASACION:--------Número Uno (1):- DIECISIETE MIL SEISCIENTOS CIN--CUENTA DOLARES (\$17,650.00).--------Número Dos (2):- DOCE MIL TRESCIENTOS CINCUENTA Y ✓ CINCO DOLARES (\$12,355),---------Número Tres (3):- SIETE MIL SESENTA DOLARES ----(\$7,060.00)--------Número Cuatro (4):- CINCO MIL DOSCIENTOS NOVENTA

SU

Y CINCO DOLARES (\$5.295.00)------

---Número cinco (5);- seis (6) y Siete (7) cada una se tasa en la suma de:- TRES MIL QUINIENTOS TREINTA DOLARES (\$3,530.00),----------ACEPTACION--------El compareciente ACEPTA esta escritura en la forma redactada una vez yo el Notario le hice las ad--vertencias legales pertinentes. Así lo dice y otorga ante mi, el Notario autorizante el compareciente sin requerir la presencia de testigos después de renun--Qiar su derecho a ello del que le adverti.-------Después de leida esta escritura por el compare--ciente, se retifica en su contenido, pone sus ini--cisles en cada uno de los folios de esta escritura-incluyendo el último y firma ante mi, el Notario---autorizante que DOY FE de todo el contenido de esta----FIRMADO:- PEDRO ORTIZ CORDERO.-------FIRMADO, SIGNADO, SELLADO Y RUBRICADO:- RAMON----RAFAEL LUGO BEAUCHAMP.-------CERTIFICO:- Que el original de este documento---consta de -23-folios, que constan en todos y cada--uno de ellos en el original las iniciales del compareciente y la rúbrica del Notario.-----CERTIFICO:-Que la que precede es copia fiel y eracta de su original que bejo el número de instrumentos públicos para el corriente año. Hayadheridos y debidamente canonicos en el origina i los correspondientes sellos de flentes internes & impuesto Moterial. ficeda, que FIRMO, SIGNO, SELLO Y RUBRICO Prierto filco, al mismo dis de su otorgan

Jenca numero 10.00 y \$21,000. Oresponde mimero 2, 200 hipoteca nidos de América por \$15,000 to; \$12, de \$500.00, por \$5,000.00 y de de \$ 5,250.00 m)a a a favor de tarm l Mayaques Sin Bros

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number five (5); six (6) and seven (7) each one was appraised in the amount of THREE THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$3,530.00)

ACCEPTANCE

EIGHTH: The party hereby AGREES to all the contents herein and I, the Notary, have given the parties the pertinent legal warnings for these proceedings. So the appearing party says and executes in my presence, the authorizing notary, without requiring the presence of witnesses after he waived the right of having them once I advised him he had thereof.

After the appearing party read this deed, he proceeds to ratify it and to place their initials on each and every page herein including the last one and signs in my presence, the authorizing notary and I BEAR WITNESS to everything herein contained and stated.

SIGNED: PEDRO ORTIZ CORDERO SIGNED, SEALED, STAMPED and ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY that the original of this document consists of 23 pages and in each an every one page thereof, the initials of the appearing part and the Notary's endorsement appear therein.

I CERTIFY: That this is a true and exact copy of the original which is filed as number 9 in my protocol of public instruments of the current year. The applicable Sales Tax and Notary Tax seals are attached and cancelled in the original.

ATTESTING TO WHICH, and for delivery to the <u>Farmers Home Administration</u>, one of the parties, I issue this certified copy which I sign, stamp and endorse in <u>Lares</u>, Puerto Rico, the same day of its execution leaving a note therein. I BEAR WITNESS.
[Signature]

Ramon Rafael Lugo Beauchamp Public Notary [Seal]

[Handwritten paragraph]

The mortgage referred to in this document is recorded where indicated on the margin of each one of the farms' descriptions. The farms numbers 2136 and 1679 have ownership and are free of encumbrances, and the farm number 581 is encumbered by several mortgages to the order of the United States of America in the amount of \$16,000.00, modified to \$6,184.39; \$40,000.00 modified to \$53,988.88; \$12,000.00 is responsible for \$3,123.75, \$5,000.00, and \$21,000.00 is responsible for \$5,250.00. And the farm number 3398 is encumbered by several mortgages to the order of the United States of America in the amounts of \$12,000.00, \$5,000.00 and \$21,000.00 which is responsible for \$5,250.00. The farm number 2,200 has several mortgages to the order of the United States of America in the amounts of \$15,000.00, \$12,000.00 which is responsible fro \$500.00; in the amount of \$5,000.00 and \$21,000.00 which is responsible for \$5,250. And the farm number 699is encumbered by a mortgage to the order of the Farm Credit Bank of Baltimore in the amount of \$60,000.00.

Mayaguez, May 15, 1989 No fees.

[Signature] Recorder [SEAL]

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this

24th day of April of 2007:7

Signatúr

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

Form FmHA 1940-17 (S) (Rev. 11-1-78)



UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: FO

In accordance with:

XX Consolidated Farm and Rural Development Act

Emergency Agricultural Credit Adjustment Act of 1978

Name: PEDRO ORTIZ CORDERO

State: PUERTO RICO

Office: LARES

Case Number: 63-34-5

Date: FEBRUARY 19, 1986

ACTION REQUIRING NOTE:

Initial Loan

XX Subsequent Loan

Consolidation and Subsequent Loan

Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00), plus interest on the unpaid principal of FIVE AND ONE QUARTER PERCENT (5.25%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$705.00	on January 1,	1987
\$942.00	on January 1.	1988

and \$942.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the Farmers Home Administration regulations (7 C.F.R. 1861.2), according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect Borrower's obligation to pay the remaining installments as scheduled herein. Should the Government assign this note at any time, and insure the payment thereof, Borrower shall continue to make payments to the Government, as collection agent for the holder.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly, or, except for final payment, may be retained and remitted by the Government to the holder on an annual installment due date basis. The effective date of any prepayment made by Borrower, except for payments retained and remitted by Government to holder on an annual installment due date basis, shall be the date of the Treasury check with which the Government remits payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis, shall be the date of the prepayment made by Borrower, and the Government shall pay interests to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount forwarded or invested by the Government to obtain payment of this note, or to maintain and protect the guarantee of the loan, or otherwise invested under the terms of any guarantee covenant or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become a part of the loan and shall accrue interests at the same interest rate of the principal of the loan evidenced herein, and shall become immediately due and payable by Borrower to the Government, without the need of requirements.

Property constructed, improved, purchased or refinanced in whole or in part with the loan evidenced herein shall not be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower shall personally operate said property as a farm if this loan is for a farm owner (FO).

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is indicated in the box above, under the heading "Action Requiring Note", this note is issued to consolidate, reamortize, or evidence a new payment plan, but not as satisfaction of principal and interests of the following note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: INTEREST RATE: DATE: ORIGINAL BORROWER: FINAL PAYMENT DUE:

The securing documents given in relation to the loans evidenced by these described notes or other stated obligations are not affected by the execution of this consolidation, reamortization or restructuring. These securing instruments shall remain in effect, and the guarantee offered for the loans evidenced by the described note shall remain as guarantee for the loan evidenced by this note and by any other stated obligation.

REFINANCING AGREEMENT: If at any time, the Government finds that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

[Translator's note: This document ends as translated above.]

[Handwritten] Promissory note \$15,500.00

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waiv	Presentation	on, protes	t, and notice	are hereby	expressly	waive
---	--------------	------------	---------------	------------	-----------	-------

[Signature]	
Pedro Ortiz Cordero	(BORROWER)
	(BORROWER)
Box 432, Maricao, P.R	. 00706
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The amount of this note and the mortgage securing it had an unpaid balance as of January 18, 1991 in the amount of \$15,080.38 of principal, which will accrue interests at the annual rate of FIVE (5) percent, and the amount of \$835.10 of NON capitalizable interests, which WILL NOT accrue interest, to make a total of \$15,915.48, and this evidenced debt will be paid as follows:

\$719.00 on or before January first of the year 1992;

\$755.00 on or before January first of the years 1993 and 1994;

\$981.00 on or before January first of each year subsequently thereafter, except for the final installment of the total debt herein evidenced, which shall be made on or before January first of the year 2026, pursuant to deed number THREE (3) dated this same day before the Public Notary Ramon Rafael Lugo Beauchamp. I BEAR WITNESS. In Lares, Puerto Rico on January 18, 1991.

[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Public Notary
[SEAL]

PAYMENT LOG

AMOUNT DATE AMOUNT DATE \$ \$

TOTAL: \$

Page 2 Format FmHA 1940-17 (8) (Rev. 11-1-78)

Jay-Ce- Agriculture

[Handwritten paragraph]

[Illegible] the farm #3,398 recorded on page [text cut off], volume 114 of La Asunción as constituted by the mortgagee Farmers Service Agency, [through] the Farmers Home Administration for consideration of the sum of \$10,000.00, pursuant to deed #3 executed in Mayaguez, Puerto Rico, before the Notary Edgardo Delgado [illegible]. I bear witness, in Mayaguez [illegible] of 1997.

[Signature] [Seal]

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris

Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this CAPD 24th day of April of 2007?

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

(Rev. 1, -1-78).			C. JE DE PRESTAMO
	`	LTURA DE ESTADOS UNIDOS ARES DE AGRICULTORES	i
ADMINISTRACION	PAG	-	De acuerdo a: Consolidated Farm & Rural Development Act Emergency Agricultural Credit Adjustment Act of 197
Nombre PEDRO ORTIX C	CORDERC)	ACCION QUE REQUIERE PAGARE:
Estado	0	ficina	☐ Préstamo Inicial ☐ Nuevo Plan de Pago
PUERTO RICO		LARES	Préstamo Subsiguiente Reamortización Consolidación y préstamo D Venta a Crédito
Caso Núm. 63-34-	. 1	LARES echa 19 DE FEBRERO 1986	Consolidación y préstamo D Venta a Crédito subeiguiente Consolidación Consolidación Reamortización Venta a Crédito subeiguiente Pagos Diferidos Consolidación
Caso Núm. 63-34- POR VALOR RECIBIDO, pagaremos a la orden de E Agricultores del Departame	, el Prest stados U	echa 19 DE FEBRERO 1986 atario(s) subscribiente y cualquie Inidos de América, actuando por	Consolidación y préstamo Venta a Crédito subsiguiente Pagos Diferidos
Caso Núm. 63-34- POR VALOR RECIBIDO, pagaremos a la orden de El Agricultores del Departame cesionario en su oficina en	, el Prest stados U ento de L	echa 19 DE FEBRERO 1986 atario(s) subscribiente y cualquie Inidos de América, actuando por Agricultura de los Estados Unide	Consolidación y préstamo Venta a Crédito subsiguiente Pagos Diferidos er otro co-deudor mancomunada y solidariameno r conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariamenos conductos de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno de la Administración de Hogares de la Administración
Caso Núm. 63-34- POR VALOR RECIBIDO, pagaremos a la orden de El Agricultores del Departame cesionario en su oficina en	, el Prest stados U ento de A LAR	atario(s) subscribiente y cualquie Inidos de América, actuando por Agricultura de los Estados Unide ES, PUERTO RICO	Consolidación y préstamo Venta a Crédito subsiguiente Pagos Diferidos er otro co-deudor mancomunada y solidariameno r conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariamenos conductos de la Administración de Hogares dos (denominado en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno conducto de la Administración de Hogares do dos (denominados en adelante el "Gobierno") o solidariameno de la Administración de Hogares de la Administración

Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ 705.00	en enero 1, 19 ⁸ ?	s 942.00		en enero 1, 1988
\$	en enero 1, 19 ;	\$		en enero 1, 19
\$	en enero 1, 19 ;	\$		en enero 1, 19
\$	en enero 1, 19 ;	\$		en enero 1, 19
\$	en enero 1, 19 ;	\$		en enero 1, 19
y \$ 942.00	, subsig	ruientemente e	en enerò 1 de cada año ha	sta que el principa
e intereses sean completa	mente pagados excepto que el p	plazo final de	la deuda aquí evidenciad	a, de no ser pagad
anteriormente, vencerá v se	rá nagadero en 40 años d	le la fecha de e	sta nagará v avganto gua sa	nodrán hacer nago

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario

autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

plan de pagos.

Case 3:21-cv-01007 Document 1-13 Filed 01/08/21 Page 7 of 8

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	,19		,19
\$	%	,19		,19
\$	%	,19		,19
<u> </u>	- %	.19		.19
\$	%	,19		,19
\$	%	,19		.19
\$	%	-,19		.19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados. Pedro Ortiz Cørdero (Prestatario) (Prestatario) Box 432, Maricao, P.R. 00706 --- El importe de este pagaré y la hipoteca que lo garantiza reamortizado al dia 18 de enero de 1991 dió un saldo montante a la suma de:--------\$15,080.38 de principal que devengará intereses a razón de CINCO (5) por ciento anual y la suma de \$835.10 de intereses NO capitalizables los cuales NO devengarán intereses para un total de \$ 15,915.48 cuya deuda asumida será pagada en la siguiente forma:--------\$719.00 en ó antes del primero de enero del año 1992; - \$755.00 en ó antes del primero de enero de los años 1993 y 1994; - \$981.00 en ó antes del primero de enero del año 1995 y esa misma cantidad de \$981.00 en ó antes del primero de enero de cada año subsiguiente excepto el pago final del total de la deuda aquí asumida que se ha a para antes del pri-mero de enero del año 2026, según consta de la caccitura (umero TREs (3) mero de enero del año 2026, según consta de la esc de esta misma fecha ante el Notario-Público, Ago Beauchamp. ---En Lares, Puerto Rico a 18 de enero de 199 REALHCAMP-Notario-Publico REGISTRO DE ADELANTOS CAMMAND CANTIDAD FECHA CANTIDAD FECHA **FECHA**

8

\$

\$ \$

TOTAL

\$

\$

\$

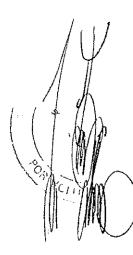
\$

\$ \$

Forma FmHA 427-1(S) PR	= 3.21-cv-01007 Document 1-14) Filed 01/08/21 Page 1 of 26
(Rev. 10-82)	= 3.21-cv-01007 Document 1-14) Filed 01/08/21 Page 1 of 26 NUMERO NUMBER VEINTINUEVE (2y)
,	HIPOTECA VOLUNTARIA
9	VOLUNTARY MORTGAGE
V	EEL pueblo de Lares, Puerto Rico a los dies y nueve
	(19) dias del mes de FEBRERO de mil novecientos ochenta y seis (1986)
	ANTE MI BEFORE ME
	LCDO. RAMON RAFAEL LUGO BEAUCHAMP
	Abogado y Notario Público de la Isla de Puerto Rico con residencia en Lares Attorney and Notary Public for the Island of Puerto Rico, with residence in
	Puerto Rico y oficina en Largs Puerto Rico.
	COMPARECENAPPEAR
1 (Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage
	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
ABURNU	aparecen de dicho párrafo.————————————————————————————————————
	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos [1] the Notary, attest to the personal knowledge of the appearing parties, as well as to their——
	de su edad, estado civil, profesión y vecindad.———————————————————————————————————
Spoul S	Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
	miento
	EXPONEN
	PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in————————————————————————————————————
	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTII of this mortgage, and of all rights and interest in the same
	denominada de aquí en adelante "los bienes".————————————————————————————————————
	SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens————————————————————————————————————
	se especifican en el párrafo UNDECIMO.————————————————————————————————————
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States———————————————————————————————————
•	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with————————————————————————————————————

EXHIBIT 14

un préstamo o prestamos evidenciado por uno o más pagarés o convento de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)—— rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the---las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges----hayan estimado sobre la propiedad hipotecada.---estimated against the property .--CUARTO: Se sobreentiende que:--FOURTH: It is understood that:----(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in thesuma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note andasegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-Oneconsolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five ofla Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as Emended .-(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee----ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,prestamista asegurado.-will be the insured lender.-(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, thedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along----el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.----(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lenderdeterminarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder----



dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-

will forego his rights and remedies against the mortgagor and any-

Forma FmHA 427-1(S) pc acc 3.21-cv 01007 Document 1-14 Filed 01/00/2 quiera otros lación con dicho préstamo así como tamb others in conn. on with said loan, as well as any benefit—————

los beneficios

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the

que el acreedor 'lipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage————

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt------

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVEamount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,----

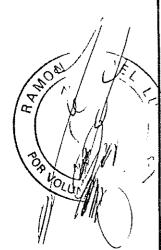
(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in-



Gataer3f21,7cm;01007;rafDocumentde-14c ;Fileda01/08/20 subparagraph (Three) aragraph NINTII hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on -derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e The rents, issues and profits thereof and revenues andingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or el futuro se adhiera o que scan razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagorpor virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTII hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree thereon before and after maturity until paid, losses sustained by the dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma

with interest until repaid to the mortgagee, costs, expenses and

amounts as specified in paragraph NINTH hereof.

SIXTH: That the mortgagor specifically agrees as follows:

attorney's fees of the mortgagee all extensions and renewals of any of

said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:

orma FmHA 427-1(S) PR (ase 3:21-cv-01007 Document 1-14 Filed 01/08/21 Page 5 of aqui garantizad idemnizar y conservar libre de pérdida al acr hipotecario to the mortgagec by secured and to indemnify and save harmless the managed ages against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, thedeudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.-as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los and any deliquency charges, now or hereafter required by--reglamentos de la Administración de Hogares de Agricultores. ----regulations of the Farmer's Home Administration .-----(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder---del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsement--en el párrafo CUARTO anterior por cuenta del deudor hipotecario.—— referred to in paragraph FOURTH hereof for the account of the mortgagor .----Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held-por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite ----por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario. ----by the mortgagee for the account of the mortgagor .--Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this-CINCO Y CUARTO---párrafo devengará intereses a razón del subparagraph shall bear interest at the rate of por ciento (5.25 o/o)----anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga. to the mortgagee. (Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any---o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs, raciones, gravámenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,-dos o para contribuciones o impuestos u otro gasto similar por razón de haber

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or for taxes or assessments or other similar charges by reason of the---

Se deutor Cyp-01007 de accel pagnit por los misilies devengara 1 mortgagor's failu pay the same, shall bear interest at the rate
del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance
hasta que los mismos sean satisfechos poi el deudor hipotecario. ————————————————————————————————————
(Cinco) Todo adelanto hecho por el acruedor hipotecario descrito en esta hipo- (Five) All advances made by mortgagee as described in this mortgage,
teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo- with interest, shall be immediately due and payable by the mortgagor———————————————————————————————————
tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the
designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance
hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant———————————————————————————————————
del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the
primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments————————————————————————————————————
pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any
otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee
hipotecario determinare.
(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely
los propósitos autorizados por el acreedor hipotecario.————————————————————————————————————
(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá- (Seven) To pay when due all taxes, special assessments, liens
menes y cargas que graven los bienes o los derechos o intereses del deudor hipo- and charges encumbering the property or the right or interest of mortgagee
tecario bajo los términos de esta hipoteca.————————————————————————————————————
(Ocho) Obtener y mantener seguro contra incendio y otros riesgos segun requie- (Eight) To procure and maintain insurance against fire and other hazards as required
ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie- by mortgagee on all existing buildings and improvements on the pro-
nes o cualquier otra mejora introducida en el suturo. El seguro contra suego y perty and on any buildings and improvements put there on in the suture. The insurance against
otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions
aprobare el acreedor hipotecario. approved hy mortgagee
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) to keep the property in good epudition and promptly make all
reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor
mitirá que se cometa ningún deterioro de los bienes; in removerá in demolerá permit to be committed any deterioration of the property; he will not remove nor demolish

. Forma FmHA 427-1(S) PR (Rev. 10-82)

ningún edi o mejora en los bienes, ni cortará ni remove adera de la finca, any building a improvement on the property; nor will be cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-----

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-----

tiempo pueda prescribir.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it

dión o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, -----

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations-----

que afecten los bienes o su uso.-----affecting the property or its use.----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times————

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not-----

otorgada está siendo mermada o deteriorada y si dícho examen o inspección deterthe security given is being lessened or impaired, and if such inspection or examination shall———

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the------

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify------

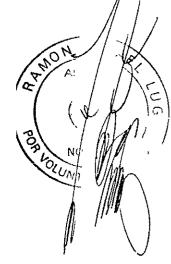


Filed 01/08/21 Case 3:21-cy-01007 Document 1-14 Rage 8 of 26 procedimientos que sueren necesarios en de proceedings in desense of its---a de sus podrá instituir aqu may institute the nece intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said----procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause para adelantos, gastos y otros pagos. -----for advances, expenditures and other payments. --(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente (Fourteen) Il the mortgagor at any time while this mortgage remains in effect----esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreeshould abandon the property or voluntarily deliver it to mortgagee, ______ dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgagee is hereby authorized and empowered ----res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect———— sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, Quince) En cualquier tiempo que el acrcedor hipotecario determinare que el deudor (Fifteen) At my time that mortgagee determines that mortgagor -hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production----ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a----tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagec's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured—— por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o salleciere o se declarare o suere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

Se 3.21-cy-0100/ Document 1-14. Filed 01/08/2 dores, o los bie parte de ellos o cualquier interes en los mismo creditors, or shoul property or any part thereof or interest therein be assigned.

.Page 9 of

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee isirrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to----declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness----al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)----incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as ----conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property----y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.----request the protection of the law.-----de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including----cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costa of survey, evidence of title, court costs, recordation see and-----rarios de abogado -(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responobligation herein set forth, and without affecting the liability -sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagec is hereb y authorized and empowered at----cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation-



gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)

contained herein or in the note or any supplementary agreement; (two)-

Page 10 of 26

leal in any way with mc gor or grant to mortgagor any
indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the
consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta- consent of the holder of the note when it is held by————————————————————————————————————
mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca- an insured lender) or for payment of any indebtedness to mortgagee
rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual- hereby secured; or (three) execute and deliver partial releases of any
quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or————————————————————————————————————
postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien over
dichos bienes.———————————————————————————————————
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,
incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,
parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in
acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in- mortgagee, and no insured lender shall have any right, title or interest——————————————————————————————————
terés alguno en o sobre el gravámen y los beneficios aquí contenidos.————— In or to the lien or any benefits herein contained.————————————————————————————————————
(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales- (Twenty) Default hereunder shall constitute default under any
quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held
o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo- or insured by mortgagee and executed or assumed by mortgagor,
tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall
constituirá incumplimiento de esta hipoteca.
(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall
remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,
será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto. and shall he addressed until some other address is designated in a notice so given,————————————————————————————————————
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores in the case of mortgagee to Farmers Home Administration,
Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en e United States Department of Agriculture, San Juan, Puerto Rico, and in the
caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated
especifica más adelante. hereinafter.
(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Iwenty-Iwo) Mortgagor by these presents grants to mortgagee



Forma FmHA 427-1(S) PR (Rev. 10-82)

SE 3:21-6V-01007 Document 1-14 Filed 01/08/21 Page 11 e el importe de aquier sentencia obtenido por expropiación 20sa para uso the amount of any judgment obtained by reason of condemnation proceedings for public -

público de los bienes o parte de ellos así como también el importe de la sentencia use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this-----

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.

mortgage, and if any amount then remains, will pay such amount to mortgagor.———

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case-----

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmenof foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount

de:- FINCA "A":- CINCO MIL SEISCIENTOS CUARENTA DOLARES

of (\$5,640.00) y la FINCA "B":- NUEVE MIL OCHOCIENTOS-SESENTA YOLARES (\$9,860.00),-----

OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----

miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and-----

y aseguramiento del préstamo antes mencionado.

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee-----

hipotecario cediere esta hipoteca sin asegurar el pagare: QUINCE MIL QUI--- should assign this mortgage without insurance of the note,

NIENTOS----- DOLARES (\$15,500.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del CINCO the principal amount of said note, together with interest as stipulated therein at the rate of

Y CUARTO----- por ciento (5.25 o/o) anual; o/o) per annum;

the amount of any judgment obtained by reason of expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages caused to the property. Mortgagee will apply the amount so received to the payment of costs incurred in its collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first sale to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of: FARM A: FIVE THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$5,640.00) and FARM B: NINE THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS (\$9,860.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default without the need for prior notification of default or demand for payment by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without insuring the note: FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00), the note's principal, together with interest as stipulated at the annual rate of FIVE AND ONE QUARTER percent (5.25%).

[Translator's note: The text translated above ends as translated and is followed by a subsequent page that is translated as follows:]

TENTH: That the note(s) referred to in paragraph THIRD of this mortgage is (are) described as follows:

Promissory note executed in case number sixty-three dash thirty-four dash five hundred and eighty dash eighty-four dash fifty-four eighty-four(63-34-580-84-5484), dated February nineteen (19), nineteen hundred and eighty-six (1986), in the amount of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS (\$15,500.00) of principal, plus interest on the unpaid balance at the annual rate of five and one quarter percent (5.25%) until the principal is entirely paid according to the terms, installments, conditions and stipulations contained in the promissory note and as agreed between the Borrower and the Government, except that the final installment of the entire debt evidenced herein, if not paid sooner, will be due and payable FORTY years (40) from the date of this promissory note.

Said note is granted as evidence of a loan made by the Government to the Borrower, pursuant to the law of the US Congress known as "Consolidated Farmers Home Administration Act of 1961," or pursuant to the Housing Act of 1949, both as amended,

and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. Of which description I, the authorizing Notary, GIVE FAITH.

ELEVENTH: That the property object of this deed and over which voluntary mortgage is constituted, is described as follows:

FARM NUMBER ONE (1): RURAL: Plot of land marked as number twelve (12) in case number C-one thousand three hundred and eighty-two (1382). It is located in Barrio Furnias in the municipality of Las Marías, Puerto Rico and consists of:

THREE CUERDAS* OF LAND, equivalent to one hectare, seventeen ares and ninety-one centiares and one thousand eight hundred and sixty-eight ten-thousandths of another. It has boundaries as follows:

North: with plots numbers eleven (11) and seventeen (17);

South: with plots numbers five (5), six (6) and thirteen (13);

East: with pots numbers thirteen (13) and seventeen (17);

West: with plots numbers six (6) and eleven (11).

On the plot there is a house of cement and tuff blocks, cardboard roof and native wood, with interior cement and tuff block partitions. It measures thirty-three (33) feet across the front and twelve (12) feet deep and was built by the Puerto Rico Reconstruction Administration.

It is recorded on page one hundred and seventy-six (176), volume seventy-one (71) of Las Marías, farm number two thousand two hundred (2,200). (For the other farm, see page sixteen-A (16-A)).

The appearing party acquired the described property through purchase from the United States of America, pursuant to deed number twenty-eight (28), dated February nineteen (19), nineteen eighty-six (1986), executed in the city of San Juan, Puerto Rico, before Notary RAMON RAFAEL LUGO BEAUCHAMP.

Said property is free of charges and liens.

TWELFTH: The parties appearing in the present deed as mortgagors are: MR. PEDRO ORTIZ CORDERO, of legal age, single through divorce, farmer and resident of Las Marias, Puerto Rico; whose mailing address is Box four hundred and thirty-two (432), Maricao, Puerto Rico, zip code 00706.

^{*}Translator's note: "Cuerda" is an area measurement equivalent to 10 meters squared. Cdas. is the abbreviation. From Maria Moliner's Diccionario del Uso del Español.

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

[Translator's note: the preceding text ends at the foot of the page and is followed by the text translated below:]

NY

funds of the loan herein guarantees, will be considered and understood to form part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligated himself to move and occupy the property object of this deed within the following sixty days from the date of the final inspection; and in the event of unforeseen circumstances beyond his control which would impede him to do so, he will notify it in writing to the County Supervisor.

NINETEENTH: All improvement, construction or building constructed on said farm(s) during the term hereinbefore referred to, must be made with the previous consent in writing of mortgagee in accordance with present regulations or future ones that may be promulgated pursuant to federal and local laws not inconsistent or incompatible with the present laws that govern these types of loans.

TWENTIETH: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower(s) by the Government pursuant to Forty-Two U.S.C Fourteen Ninety-A 42 (U.S.C. 1490-A).

The party appearing herein states that, as this involves a loan for agricultural purposes, he agrees not to distribute the responsibility amongst the encumbered farms and thus the two farms shall be jointly and severally and separately responsible for the debt, principal and interests, fees and other credits secured by this deed, all of which is in accordance with Article one hundred and seventy of the Mortgage Laws.

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 28th day of August of 2004.

Signature

Print Name: Rosa Walker Notary Public in and for the State of Washington

My appointment expires: 02/01/06

Commission Expires 02-01-06

Notary Public
State of Washington
Rosa Walker



Forma I-milia 427-1018 3:21-cv-01007 Document 1 14 DECIMO: Que et (los) pagaré(s) a que se hace referencia en et arafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD----(10-82)"Pagaré otorgado en el caso número : sesanta y tres-treinta p cua "Promiser fechado el día dated the diez y de mil novecientos----FEBRERO-----nincteen hundred and de day of nueve (19) por la suma de in the amount of QUINCE MIL QUINTENTOS ochenta y seis (1986) dólares de principal más of principal plus (\$15,500.00)----CINCO Y CUARTO intereses sobre el balance del principal adeudado a razón del interest over the unpaid balance at the rate of 5.257---) por ciento anual,) percent per annum, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-until the principal is totally paid according to the terms, installments, ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed----entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due a los CUARENTA (40) $u_{\phi_{\ell U_r}}$ and payable años de la secha de este pagaré.----years from the date of this promissory note,----Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as---han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmersde Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. express provision thereof. Of which description 1, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which

--- "FINCA NUMERO UNO (1): AUSTICA: - Parcela de terreno merceda con el número doce (11) del Caso C- mil tres-cientos echenta y dos (1382) radicada en el Barrio----Furmias número dos (2) del término municipal de Las---siete áreas, noventa y una centiáreas y mil ochocientas sesenta y ocho diez milesimas de otra, lindante por el: ---NORTE: - con las parcelas número once (11) y dissi-siete (17) por el--------SUR:- oon las parcelas número cinco (5) y seis (6)-y trace (13); por el--------ESTE: - con les parceles trece (13) y discisiete (17) --- Dentro de la parcela se encuentra enclavada una casa de bloques de tosca y cemento, techo de carton y de-maderas del país, con divisiones interiores de tesca y cemento con un frante de treinte y tres (33) ples por-doce (12) ples de fondo, construíde por la Puerto Rico Reconstruction Administration. "------- Inscrita al folio ciento setenta y sais (176) del topo (Pera la otra fince velse folio diecisais-A (16-A).--compra a Katados Unidosdo América, «************

Adquirió el prestatario la descrita finca por Borrower acquired the described property by según consta de la Escritura Número veintiocho (28) -pursuant to Deed Number de fecha diez y nueve (19) de febrero de mil novecientos ochenta y seis (1986).----otorgada en la ciudad de San Juan, Puerto Rico, -----executed in the city of ante el Notario Ramón Rafael Lugo Beauchamp, ----before Notary Dicha propiedad se encuentra libre de carges y gravemen. -----Said property is DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-TWELFTH: The parties appearing in the present deed as Mortgagors -1- DON PEDRO ORTIZ CORDERO, mayor de edad, soltero por divorcio, agriguitor y vecino de Las Maries, Puercuya dirección postal es: Apartado cuatrocientos Treinta y Dos whose postal address is: (432) Maricao, Puerto Rico, sona postal 00706.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used

(16-82) C

Case for agricultura 100 79 la construcción y/o reparació /o mejorar los agriculturas 100 fes and the University of the land o

FOURTEENTH: The horrower will personally occupy and use any structure-

herein guaranteed and shall not lease or use for other purposes said structure unless-

constructed, improved or purchased with the proceeds of the loan----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-

tura que haya sido construída, mejorada o comprada con el importe del préstamo

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos

físicas en la finca(s) descrita(s).-----

installations on the described farm(s).

's instalaciones
Pagayliguof 26

que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and theaptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.the foreclosure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.-owners or by their assignees or successors .----DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Home Administration) ----cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the futurepudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildingsallí enclavados o que en el futuro fueran construídos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitted--a favor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Thirteen-(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-

quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with-----

SEVENTEENTH: Mortgagee and mortgagor agree that any----

L.P.R.A. 1851) .---

"FINCA NUMERO DOS (2):- RUSTICA:- Radicada en el
Barrio Maricao Afuera del término municipal de
MARICAO, Puerto Rico, compuesta de:
DIEZ CUERDAS DE TERRENO, equivalentes a tres hec-
táreas, noventa y tres áreas, tres centiáreas, de
terreno, en lindes por el:
NORTE:- con la finca principal de la cual se
segrega; al
SUR: - con Sucesión Oms, hoy, antes César Gómez;-
ESTE:- con la Sucesión de Benigno Ramírez y al
OESTE:- con la Carretera número ciento veinte
(120) que de Mayaguez, conduce a Maricao."
Inscrita al folio doscientos cuarenta (240) del
tomo sesenta y seis (66) de MARICAO, finca número
Mil Setecientos Treinta y dos (1732)
Adquirida por el compareciente a virtud de la es-
critura número VEINTIOGHO (28)
de fecha de hoy, otorgada en San Juan, Puerto Rico,-
por compra a Estados Unidos de América. Se halla li-
bre de cargas y gravámenes.
Por tratarse de un préstamo de recursos limitados
según indicado en el Pagaré, el Gobierno puede cambiar
el por ciento de interés de acuerdo con los regla
mentos de la Administración de Hogares de Agriculto-
res
\$ {

• .

RAMINO BANK

FARM NUMBER TWO (2): RURAL: Located in Barrio Maricao Afuera in the municipality of Maricao, Puerto Rico, consisting of:

TEN CUERDAS* of land, equivalent to two hectares, ninety-three ares and three centiares. It has the following boundaries:

North: with the main farm from which it was subdivided;

South: presently with the heirs of Oms, previously with César Gómez;

East: with the heirs of Benigno Ramírez;

West: with highway one-twenty (120) that runs from Mayaguez to Maricao.

It is recorded on page two hundred and forty (240), volume sixty-six (66) of Maricao, farm number one thousand seven hundred and thirty-two (1,732).

The appearing party acquired this property through purchase from the United States of America, pursuant to deed number twenty-eight (28), dated today, executed in San Juan, Puerto Rico. It is free of charges and liens.

As this is for a Limited Resources loan, as indicated in the promissory note, the Government may change the interest rate in accordance with Farmers Home Administration regulations.

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this

28th day of August of 2904.

i

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

Print Name: Rosa Walker

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

orma FnHA 427-1(S) CPRS Rev. 10-82)	3.21-cv-01007 Document 1-14 Filed 01/08/21 Page 23 of 26
	ACCEPTANCE
	El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once————————————————————————————————————
	yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.———— I, the authorizing Notary, have made to him (them) the pertinent legal warnings.————————————————————————————————————
	Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)
	sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which
·	le(s) advertí
•	Después de ser lesda esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its
	en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed
,	incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES——————
= AV	FE de todo el contenido de esta escritura.————————————————————————————————————
TOT LUGO	FIRMADO:- PEDRO ORTIZ CORDERO
	1
NO LONG	FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RAFAEL
OLUNTAD DE SO	LUGO BEAUCHAMP
	CERTIFICO:—Que la que precede es copre fiel y enecta de su original que
, r	bajo et número
	e Impuesto Notariai.
	EN TESTIMONIO DE LO CUAL y para entregar a Farmers Home Administration
	ficeda, que FIRMO, SIGNO, SELLO Y RUBRICO, enLATES
	Puerto Rico, el mismo día de su orogamiento dejando anotada su esca. DOY FE.
	RANGH RAFAEL LIGO BEAUCHAMP
	TON RAF



Case 3:21-cv-01007 Document 1-14 Filed 01/08/21 Page 24 of 26

ASIENTO Num 435 No 1 385
del Diario San Germán, P. R. 21 de Cels. 19 86
Registrador
Inscirbo el documento solo en conto a la
firea que radica en Maricas, al jobs 244to.
del Jomo 66 de Maircas, finco numero 1732 é
inscripción 4th So halla ajeda a la hipoteca
agu' constituido.
Son German a 4 de Marco de 1966.
Dorecha: Sin
" abatingot

ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings. So they state and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place(s) his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who gives faith to everything contained in this deed.

SIGNED: PEDRO ORTIZ CORDERO SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP

I CERTIFY: That this true and exact copy of the original which is filed as number 29 in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are adhered and cancelled in the original.

ATTESTING TO WHICH and for delivery to Farmers Home Administration, I issue this

certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature]
NOTARY PUBLIC
[Seals]

Presented at: 11:55 a.m.

Entry: 435

Volume: 385 of the Log of

San Germán, P.R., February 24, 1986

Registrar

This document is recorded, only inasmuch as the farm located in Maricao is concerned, on page 244, side two, volume 66 of Maricao, farm 1732, 4th recording. It is subject to the mortgage lien furnished herein.

San Germán, March 4, 1986

No fees.

[Signature] Registrar

CERTIFICATE

I hereby certify that the attached Deed of Acceptance is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

DATED this 28th day of August of 2004.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 28th day of August of 2004.

Print Name: Rosa Walker

Notary Public in and for the State of Washington

My appointment expires: 02/01/06

EXHIBIT



-----COMPRAVENTA CON RECONOCIMIENTO----------DE HIPOTECAS--------En el pueblo de Lares, Puerto Rico a los dieci-nueve (19) días del mes de mayo----de mil novecientos ochenta y cuatro (1984).---------ANTE MI --- RAMON RAFAEL LUGO BEAUCHAMP, Abogado y Notario----Público con residencia, vecindad y oficina abierta en el pueblo de Lares, Puerto Rico.---------COMPARECEN-------- DE UNA PRIMERA PARTE: - COMO PARTE VENDEDORA: -------DON NELSON CUEBAS TORRES y DONA SOCORRO MEDINA--RIVERA, mayores de edad, casados entre sí, propie-tarios y vecinos de Las Marías, Puerto Rico. -------- DE UNA SEGUNDA PARTE: - COMO PARTE COMPRADORA: ------DON PEDRO ORTIZ CORDERO, mayor de edad, soltero. propietario y vecino de Mayaguez, Puerto Rico. ----

---Del conocimiento personal de los comparecientes ypor sus dichos de su edad, ocupación, vecindad y demás circunstancias personales.-------TIENEN a mi juicio los comparecientes la capacidad

----DOY FE----

legal necesaria para el presente otorgamiento y hallán dose en el pleno goce de sus derechos civiles y sin que me conste nada en contrario libre y espontaneamente:

---PRIMERO:- Manifiestan los comparecientes de la pri mera parte que son dueños exclusivos y en pleno do--minio de la siguiente propiedad:------

---"RUSTICA: - Situada en el Barrio NARANJALES del término municipal de LAS MARIAS, Puerto Rico compuesta-de:--------CINCUENTA Y UNA CUERDAS más o menos de terreno,--equivalentes a veinte hectáreas, cuatro áreas, y cincuenta centíareas, en lindes por el:------√ ---NORTE: - con terrenos de Andrés Massari, los de Nicanor Bayrón y los de Francisco Marrero; al------√---SUR:- con terrenos de Francisco Marrero y los de--Miguel Esteves; al-----J--ESTE:- con terrenos de Nicanor Bayrón y los de----Francisco Marrero y al--------OESTE:- con terrenos de Miguel Esteves y Julio---Vicenty."--------Según la inscripción décima novena dice que la--finca fué mensurada y resultó con úna cabida de Cincuenta y tres Cuerdas con Tres Céntesimas de otra, -equivalente a veinte hectáreas, ochenta y cuatro---áreas, veintiocho centiareas.--------Enclava una casa deuna sola planta destinada a--vivienda de cemento que mide cuarenta y cinco pies-por dieciocho pies, en columnas.--------Enclava además una casa almacén de concreto, doscasas de arrimados, una casilla de madera y zinc, y un acueducto de agua con motor e instalación de luz. ---Inscrita al folio treinta y uno (31) del tomo---noventa y siete (97) de Las Marías, finca número---quinientos ochenta y uno (581).----------TITULO Y CARGAS-----

------CARGAS-----

--TERCERO:- Se halla afecta a las siguientes hipo-

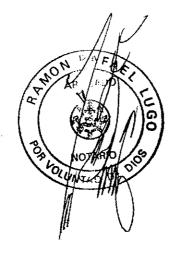
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in it

---(1)---HIPOTECA a favor de Estados Unidos de América, actuando por conducto y a través de la Adminis --tración de Hogares de Agricultores por la suma prin-cipal de DIECISEIS MIL DOLARES (\$16,000.00) a razón-de cinco (5) por ciento anual otorgada a virtud de la escritura número Sesenta y Tres (63) de Hipoteca Vo-luntaria de fecha veinte (20) de mayo de mil novecien tos setenta y cinco, ante el Licenciado Walter Vivaldi Olivieri, en Mayaguez, Puerto Rico.--------Manifiestan los comparecientes que según los ---records de la Administración de Hogares de Agricultores, oficina de Lares, la antes referida hipoteca a-la fecha de hoy tiene un balance- con----la referidaagencia en la suma deCINCO MIL SETECIENTOS VEINTI----TRES DOLARES CON TREINTA Y OCHO CENTAVOS (\$5,723.38)de principal y NOVENTA DOLARES CON NOVENTA Y CINCO---CENTAVOS (\$90.95) de intereses para un total adeudado de CINCO MIL OCHOCIENTOS CATORCE DOLARES CON TREINTA Y TRES CENTAVOS (\$5,814.33).--------(2):- HIPOTECA a favor de los Estados Unidos de---América, actuando por conducto y a través de la Ad--ministración de Hogares de Agricultores por la sumaprincipal de CUARENTA MIL DOLARES (\$40,000.00) a razó de Doce y Cuarto (12 1/4) por ciento anual, otorgadael día quince de abril de mil novecientos ochenta yuno (1981) a virtud de la escritura número Ciento Sesenta y Dos (162) otorgada en esta Notaría. Manifiestan los comparecientes que al día de hoy, y según los records de la oficina de la Administración de Hoga-res de Agricultores, la referida hipoteca tiene un-balance con la referida agencia de: - CUARENTA MIL DO-LARES (\$40,000.00) de principal y DOCE MIL SEISCIEN--

TOS CINCUENTA Y DOS DOLARES CON CUARENTA Y CUATRO---

CENTAVOS (\$12,652.4 de intereses para un total adeu dado de CINCUENTA Y DOS MIL SEISCIENTOS CINCUENTA Y--DOS DOLARES CON CUARENTA Y CUATRO CENTAVOS, -----(\$52,652.44).--------Que el total adeudado en ambas hipotecas por los--comparecientes de la primera parte lo es la suma de: ---CINCUENTA Y OCHO MIL CUATROCIENTOS SESENTA Y SEIS DOLARES CON SETENTA Y SIETE CENTAVOS (\$58,466.77)---incluyendo ambos principales y los intereses adeuda-dos en ambas escrituras.--------La primera hipoteca vence en el término de treinta (30) años a partir del otorgamiento de la escritura-antes referida y la segunda en el término de cuarenta (40) años a partir del otorgamiento de la escritura-que motivo la indicada hipoteca.--------CUARTO:- Que el compareciente de la segunda parte reconoce y se constituye como único y principal pagador de las hipotecas que gravan la finca antes des--crita a favor de los Estados Unidos de América, ac--tuando por conducto y a través de la Administración-de Hogares de Agricultores, según se describió ante-riormente, subrogándose en todos los derechos y obligaciones de los deudores originales y manifestando que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones-contenidas en las referidas hipotecas y en este actoy en forma clara, solemme y terminante se obliga a--cumplir todas y cada una de dichas cláusulas, condi-ciones y estipulaciones como si el hubiese sido el---

ptorgante original así como tambien se obliga y compromete a acatar las reglas y reglamentos que gobiernan los préstamos de esta naturaleza concedidos por-la Administración de Hogares de Agricultores.-----



and the state of t

comparecientes de La primera parte, vende (n),----

SEIS DOLARES CON SETENTA Y SIETE CENTAVOS (\$58,466.7 lo reserva la parte compradora para el pago en su di del balance de principal e intereses de las hipote--

ma de CINCUENTA Y OCHO MIL CUATROCIENTOS SESENTA Y--

cas que gravan la propiedad.-----

---Es responsabilidad de la parte vendedora el pago de las contribuciones territoriales hasta el día dehoy de esta fecha en adelante el pago de las mismas es responsabilidad de la parte compradora.-----

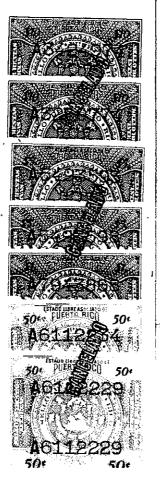
puesto en el Código Civil de Puerto Rico y otras le--yes vigentes que sean aplicables a contratos de esta-

laturaleza.

(VII) Johnsk J. QC o



Case 3:21-cv-01007 Document 1c16ntesiled 01/08/21 Page 6 of 14 partes por encontrarla de acuerdo a lo convenido y pactado y yo, el-Notario les hice las advertencias legales del caso.----Así lo dicen y otorgan por ante mí, el Notario,-sin comparecencia de testigos instrumentales a cuyoderecho de tenerlos renunciaron previa advertencias. ---Leída esta escritura por sus otorgantes, me manifestaron estar bien enterados de su contenido, en lo que se ratifican y la firman todos en un solo acto y en mi presencia, dejando además impresas sus respectivas iniciales en todos y cada uno de los folios de todo lo cual, Yo, el Notario autorizante, DOY FE.---





---FIRMADOS:- NELSON CUEBAS TORRES, SOCORRO MEDINA RIVERA, PEDRO ORTIZ CORDERO. --------FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON----RAFAEL LUGO BEAUCHAMP, -----

CERTIFICO:---Que la que preceda es copia fiel y avacta de su original que bejo el milmero chra en mi protocolo de Instrumentos públicos para el corriente eño. Hay adheriáns y debidi ndos en el original los correspondie**ntes selles da il**

50. STEEL RICH

Apserved anterspection 1-15 Filed 01/08/21 Page 7 of 14

folio 34, del tomo 77 de fas

marias, finca 581 e inseripcioù 32 de Iominio y gravada

von hipotecas a favor de latalos Unidos de américa por
las sumas de \$16,000.00 y

\$40,000.00. Mayagiez, a 3 de

fulio de 1984.

Derechos: \$208.50 him. 1-424.

Arl. y Cl. en 2 comps. Niens. H
1932830 y A. 170663/de \$206.

y \$2. fechalos a 11 y 24 de

mayo de 1984 y 1 pello de 500 travos.



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Case 3:21-cv-01007 Document 1-15 Filed 01/08/21 Page 8 of 14 NUMBER ONE HUNDRED TEN

DEED OF SALE AND MORTGAGE ASSUMPTION

In the city of Lares, Puerto Rico, on May nineteen (19), nineteen eighty-four (1984),

IN MY PRESENCE

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public with residence and offices in the town of Lares, Puerto Rico,

THERE NOW APPEAR

AS THE FIRST PARTY: AS THE SELLERS: MR. NELSON CUEBAS TORRES and MRS. SOCORRO MEDINA, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico.

AS THE SECOND PARTY: AS THE BUYER: MR. PEDRO ORTIZ CORDERO, of legal age, single, property owners and resident of Mayaguez, Puerto Rico.

I BEAR WITNESS to my personal acquaintance of the parties and to their statements regarding their age, occupation, place of residence and other personal information. In my judgment they have the necessary legal capacity to execute this deed, thus, being under full entitlement of their civil rights and with nothing otherwise to my knowledge, freely and voluntarily,

THEY DECLARE

FIRST: That the FIRST PARTIES are the absolute owners of the following property:

1. RURAL: Plot of land located in Barrio NARANJALES in the municipality of Las Marías, Puerto Rico, consisting of:

Approximately FIFTY-ONE ČUERDAS*, equivalent to twenty hectares, four ares, and fifty centiares. It has the following boundaries: to the NORTH, with property belonging to Andrez Massari, Nicanor Bayron and Francisco Marrero; to the SOUTH, with property belonging to Francisco Marrero and Miguel Escoveo; to the EAST, with land belonging to Nicanor Bayron and Francisco Marrero; and to the WEST, with land of Miguel Esteves and Julio Vicenty.

According to the nineteenth entry, the farm was measured and resulted with a surface area of fifty-three cuerdas and three hundredths of one cuerda, equivalent to twenty hectares, eighty-four ares and twenty-eight centiares.

It has a one-story house used as a residence, made of concrete and which measures forty-five feet by eighteen feet on the foundation; a storage house made of concrete, two guest houses, and a shed made of wood and zinc, and an aqueduct of water with a generator and electric installation.

It is registered on page thirty-one (31), volume ninety-seven (97) of LAS MARIAS, farm number five hundred eighty-one (581).

TITLE AND ENCUMBRANCES

SECOND: The SELLERS acquired the property described above pursuant to deed number one hundred sixty-one (161), executed on April fifteen, nineteen eighty-one, in this notary office through purchase from Ramón S. Vicens and his wife Isabel A. Torres.

ENCUMBRANCES

THIRD: It is encumbered by the following mortgages:

[*Translator's note: A cuerda is equivalent to 0.971 acres, 3,930.39 meters squared, and 42,291 squared feet.]

(1) A MORTGAGE to the order of the United States of America, acting by and through the Farmers Home Administration in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00) with interests at the annual rate of five (5) percent, furnished by Deed of Voluntary Mortgage number sixty-three (63), executed on may twenty (20) of nineteen seventy-five before Walter Vivaldi Olivieri, in Mayaguez, Puerto Rico.

The appearing parties hereby declare that according to information provided by the Farmers Home Administration, Lares Office, the above mentioned mortgage has an unpaid balance as of today of FIVE THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$5,723.38) of principal and NINETY DOLLARS and NINETY-FIVE CENTS (\$90.95) of interests to make a total unpaid balance of FIVE THOUSAND EIGHT HUNDRED FOURTEEN and THIRTY-THREE CENTS (\$5,814.33),

(2) MORTGAGE to the order of the United States of America acting by and through the Farmers Home Administration in the amount of FORTY THOUSAND DOLLARS (\$40,000.00) of principal with interests at the annual rate of twelve and one quarter (12 ½ %) percent, executed on April fifteen of nineteen eighty-one (1981) by virtue of the deed number one hundred sixty-two (162) executed in this Notary office. The appearing parties hereby declare that as of today, and according to the records provided by the Farmers Home Administration, said mortgage has an unpaid balance of: FORTY THOUSAND DOLLARS (\$40,000.00) of principal and TWELVE THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS and FORTY-FOUR

CENTS (\$12,652.44) of interests, to make a total unpaid balance of FIFTY-TWO THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS and FORTY-FOUR CENTS (\$52,652.44).

That the amount the appearing first party owes for both mortgages is the amount of FIFTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS and SEVENTY-SEVEN CENTS (\$58,466.77), which includes both unpaid principal and interest of both deeds.

The first mortgage is due and payable in thirty years (30) counting from date of the execution of the abovementioned deed, and the second [mortgage] is due and payable in forty (40) years counting from the date of the execution of the deed that originated said mortgage.

FOURTH: The appearing second party herein becomes and acknowledge himself as the sole and principal payer of the mortgage debt encumbering the above mentioned farm to the

Case 3:21-cv-01007 Document 1-15 Filed 01/08/21 Page 11 of 14

order of the United ates of America, acting herein thrown the Farmers Home Administration, as previously described, and he herein subrogates all the rights and obligations of the original debtors and states that he is well informed of all the terms, clauses and conditions in the existing mortgages deed and the promissory notes furnished for the property under consideration herein, and he do hereby expressly agrees to comply with all of said terms, clauses and conditions contained therein as if he was the original executor. He also agrees to uphold the rules and regulations that govern these types of loan granted by the Farmers Home Administration.

FIFTH: That under a prior agreement, the first appearing parties SELL, TRANSFER AND ASSIGN the property described in this deed in the previous paragraph number ONE, to the second appearing party, along with all its uses rights and easements, and without any kind of limitation.

FOURTH: This transfer is carried out at the convened and adjusted price of SIXTY-THREE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND SEVENTY-SEVEN DOLLARS (\$63,466.77), of which amount the SELLERS received in a proceeding previous to this one the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in legal currency of the United States of America, for which they issue a payment receipt, and the rest of the money, this is, the amount of FIFTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS and SEVENTY-SEVEN CENTS (\$58,466.77) BUYERS retain in order to satisfy, when due, the balance of principal and interests of the mortgages encumbering the property.

It shall be responsibility of the SELLERS the payment of property taxes until today, and from this day on the payment of said takes shall be at BUYERS' expense.

FIFTH: The second party enter in possession of the property that are herein acquiring without any other formality different from this proceeding.

Case 3:21-cv-01007 Document 1-15 Filed 01/08/21 Page 12 of 14

SIXTH: The executors ligate themselves to the dispositions searth in the Civil Code of Puerto Rico and other laws in effect that may be applicable to contracts of this nature.

The parties accept this deed as written, having found it conforms to their agreement. I, the Notary, have given them the pertinent legal reservations for the execution of this deed.

So the parties say and execute before me, the Notary, without the presence of witnesses to which right to have they waived prior advise.

Read this deed by the executors, they state that are fully aware of its contents, to which they ratify and sign all of them in one proceeding and before me, placing as well their initials in each and every page; to which, I the authorizing Notary, BEAR WITNESS.

[Several signatures] [SEAL]

SIGNED: NELSON CUEBAS TORRES, SOCORRO MEDINA RIVERA, PEDRO ORTIZ CORDERO.

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That this is the first true and exact certified copy of the original, which is filed in my protocol of public deeds as number 110 for the current year. The proper seals of income tax and Notarial tax are stamped and cancelled.

IN WITNESS WHEREOF, and for delivery to Pedro Ortiz Cordero, I issue this certified copy, which I SIGN, SEAL, STAMP AND ENDORSE in Lares, Puerto Rico, on the same day of its execution leaving a note of said act.

[Signature]
NOTARY PUBLIC
RAMON RAFAEL LUGO BEAUCHAMP
[Seals]

[Handwritten paragraph]

This document is recorded on page 34, volume 97 of Las Marias, farm number 581, 32nd entry. It is encumbered by two mortgages to the order of the United States of America in the amount of \$16,000.00 and \$40,000.00. Mayaguez on July 3, 1984.

Fees \$208.50 Numbers 1st and 2nd, [illegible] cancelled in two controls with numbers: A-19328604 and A-1706631 in the amount of \$206.00 and \$2.00, dated on May 11 and 24 of 1984 and a tax seal of 50 cents.

[Signature] Recorder

[Signature] 4/9/84 [initials]

CERTIFICATE

I hereby certify that the attached Deed Of Sale And Mortgage Assumption is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 24th day of April of 2007.

Nicole Harris Federal and State Certified Translator

WITNESS my hand and official seal hereto affixed this will CAPDE 24th day of April of 2007

24th day of April of 2007.

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/2010

P.O.

CLIENT: PEDRO ORTIZ CORDERO

REF: 1521.360

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 581, recorded at page 190 of volume 86 of Las Marías, Registry of San Sebastián, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RUSTICA: Situada en el Barrio Naranjales de Las Marías, compuesta de cincuenta y una cuerdas más o menos, equivalentes a veinte hectáreas, cuatro áreas y cincuenta centiáreas. En lindes por el NORTE, con terrenos de Andrés Massari, los de Nicanor Bayron y los de Julio Vincenty; por el ESTE, con terrenos de Nicanor Bayron y los de Francisco Marrero; por el SUR, con terrenos de Francisco Marrero y los de Miguel Esteves; y por el OESTE, con terrenos de Miguel Esteves y Julio Vincenty.

Enclava en esta finca una casa de madera, zinc y cemento de una sola planta destinada a vivienda; una casa almacén de concreto; casa de máquina con su motor; dos casas de arrimados; una casilla de madera y zinc y un acueducto de agua con su motor e instalación de luz.

Según el Registro esta finca una vez mensurada resultó con una cabida de cincuenta y tres cuerdas con tres céntimos, equivalentes a veinte hectáreas, ochenta y cuatro áreas, veintiocho centiáreas y cincuenta y ocho miliáreas.

TITLE:

This property is registered in favor of PEDRO ORTIZ CORDERO, single, who acquired it by purchase from Nelson Cuebas Torres and his wife Socorro Medina Rivera, at a price of \$63,466.77, pursuant to deed #110, executed in Lares, Puerto Rico, on May 19, 1984, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 34 of volume 97 of San Sebastián, property number 581, 31st inscription.

Presented and recorded date (does not express)

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: In favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$16,000.00, with 5% annual interests, due on 30 years, constituted by deed #63, executed in Mayagüez, Puerto Rico, on May 20, 1975, before Notary Public Walter Vivaldi Olivieri, recorded at page 31 of volume 97 of Las Marías, property number 581, 30th inscription.

 Presented on May 20, 1975

Recorded on July 3, 1975

2. MORTGAGE: In favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$40,000.00, with 124% annual interests, due on 40 years, constituted by deed #162, executed in Lares, Puerto Rico, on April 15, 1981, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 33 of volume 97 of Las Marías, property number 581, 31st inscription. Conditions

Presented on April 20, 1981 Recorded on April 23, 1981

7.

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$12,000.00, responding by \$8,925.00, with 5% annual interests, due on 7 years, constituted by deed #87, executed in Lares, Puerto Rico, on June 4, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 34 of volume 97 of Las Marías, property number 581, 33rd inscription.

Presented on July 3, 1986 Recorded on November 26, 1986

The amount in this mortgage will be used for agricultural purposes.

4. MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$5,000.00, with 5% annual interests, due on 40 years, constituted by deed #88, executed in Lares, Puerto Rico, on June 4, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 36 of volume 97 of Las Marías, property number 581, 34th inscription. Presented on July 3, 1986

Recorded on November 26, 1986

NOTE: Since it is a loan for agricultural purposes, they have agreed not to distribute the responsibility among the properties.

5. MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$21,000.00, responding by \$5,250.00, with 4.50% annual interests, due on 7 years, constituted by deed #42, executed in Lares, Puerto Rico, on March 23, 1987, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 73 of volume 143 of Las Marías, property number 581, $35^{\rm th}$ inscription.

Presented on April 2, 1987 Recorded on February 6, 1989

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, responding by \$7,000.00, with 9.5% annual interests, due on 7 years, constituted by deed #9, executed in Lares, Puerto Rico, on April 25, 1989, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 74 of volume 143 of Las Marías, property number 581, 36th inscription.

Recorded on May 15, 1989 (as expressed)

The mortgages of \$16,000.00 and \$40,000.00 of inscriptions 30th and 31th were modified as follows: in the mortgage of \$16,000.00: the total amount as of September 3, 1985 is \$6,184.39 which will be paid as follows \$497.00 on or before January 1, 1986 and the same amount on or before each January 1st of each subsequent year except for the final payment which will be on or before January 1, 2005; in the mortgage of \$40,000.00: the total amount as of September 3, 1985 is \$53,988.88, with $5\frac{1}{4}$ % annual interest, which will be paid as follows: \$925.00 on or before January 1, 1986 and \$3,403.00 on or before January 1st of each subsequent year except for the final payment which will be on or before January 1, 2021, constituted by deed #146, executed in Lares, Puerto Rico, on September 3, 1985, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at margin of page 31 of volume 97 of Las Marías, property number 581. Recorded on September 13, 1985 (as expressed)

Case 3:21-cv-01007 Document 1-16 Filed 01/08/21 Page 3 of 5

PAGE #3 PROPERTY #581

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ESTUDIOS DE TITUL SEGUROS DE TITUL

P.O.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

8. According Act and Writ executed in San Juan, Puerto Rico, on January 3, 1990, by Luis G. Quiñones Martínez, District Judge, Pedro Ortiz Cordero gives this property as collateral for a criminal bond for the amount of \$275,000.00 to ensure the appearance of Milton Cintrón Ortiz at all stages of the criminal proceedings pending against him for the crime of Attempted Murder and Murder in the First Degree (three counts), executed in the Superior Court of San Juan, by The State of Puerto Rico versus Milton Cintrón Ortiz, recorded at page 75 of volume 143 of Las Marías, inscription 37.

Presented on May 7, 1990 Recorded on May 15, 1990

9. The mortgage of \$40,000.00 of the $31^{\rm st}$ inscription was modified as follows: the total amount as of January 18, 1991, ascends to \$54,285.88, which will be paid as follows: \$1,000.00 on or before January 1, 1992; \$1,500.00 on or before January 1, 1993 and 1994; \$3,752.00 on or before January 1, 1995 and the same amount of \$3,752.00 on or before January 1 of each subsequent year except for the final payment which will be on or before January 1, 2021, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 75 of volume 143 of Las Marías, property number 581, inscription 38.

Presented on January 23, 1991 Recorded on January 28, 1991

The mortgage of \$12,000.00 of the 33rd inscription was modified as follows: the total amount as of January 18, 1991, ascends to \$7,727.16, which will be paid as follows: \$350.00 on or before January 1, 1992; \$368.00 on or before January 1, 1993 and 1994; \$1,324.00 on or before January 1, 1995 and the same amount of \$1,324.00 on or before January 1 of each subsequent year except for the final payment which will be on or before January 1, 2001, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 76 of volume 143 of Las Marías, property number 581, inscription 39.

Presented on January 23, 1991 Recorded on January 28, 1991

The mortgage of \$5,000.00 of the 34^{th} inscription was 11. modified as follows: the total amount as of January 18, 1991, ascends to \$5,112.75, which will be paid as follows: \$232.00 on or before January 1, 1992; \$243.00 on or before January 1, 1993 and 1994; $\bar{\$}316.00$ on or before January 1, 1995 and the same amount of \$316.00 on or before January 1 of each subsequent year except for the final payment which will be on or before January 1, 2026, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 77 of volume 143 of Las Marías, property number 581, inscription 40.

Presented on January 23, 1991 Recorded on January 28, 1991

12. The mortgage of \$21,000.00 of the 35th inscription was modified as follows: the total amount as of January 18, 1991, ascends to \$15,078.85, which will be paid as follows: \$617.00 on or before January 1, 1992; \$648.00 on or before January 1, 1993 and 1994; \$2,271.00 on or before January 1, 1995 and the same amount of \$2,271.00 on or before January 1 of each subsequent year except for the final payment which will be on or before January 1, 2002, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 77 of volume 143 of Las Marías, property number 581, inscription 41.

Presented on January 23, 1991 Recorded on January 28, 1991



Case-3:21 (v-01007 Document 1-16 Filed 01/08/21 Page 4 of 5

PROPERTY #581

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748,1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ESTUDIOS DE TITULO SEGUROS DE TITULO P.O.

13. The mortgage of \$30,000.00 of the 36th inscription was modified as follows: the total amount as of January 18, 1991, ascends to \$30,980.24, which will be paid as follows: \$1,000.00 on or before January 1, 1992; \$1,000.00 on or before January 1, 1993; \$1,499.00 on or before January 1, 1994; \$4,276.00 on or before January 1, 1995 and the same amount of \$4,276.00 on or before January 1 of subsequent year except for the final payment which will be on or before January 1, 2004, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 78 of volume 143 of Las Marías, property number 581, inscription 42.

Presented on January 23, 1991 Recorded on January 28, 1991

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 29th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents submitted and pending registration and preparation of degice studies and office documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that many errors which makes the to carriors impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorizéd signature

Section .

srd/mv/F

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of Sar Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned.
 - 2. That on October $29^{\rm th}$, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

day of

I, the undersigned, hereby swear that the facts herein stated are true. α

In Guaynabo, Puerto Rico, this 7

_ of 202**%.**

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4447.

In Guaynabo, Puerto Rico, this 7 day of Muly of 2020



M. Aunt Betanimit



CLIENT: PEDRO ORTIZ CORDERO

REF: 1521.360

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 1,732, recorded at page 240 of volume 66 of Maricao, Registry of San German, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Radicada en el barrio Maricao Afuera del término municipal de Maricao, Puerto Rico, compuesta de: diez cuerdas de terreno (10.00 cda.) equivalentes a tres hectáreas, noventa y tres áreas, tres centiáreas, noventa miliáreas de terreno, en lindes al NORTE, con la finca principal de la cual se segregó; al SUR, con la Sucesión Oms, hoy, antes César Gómez; ESTE, con la Sucesión de Benigno Ramírez; y al OESTE, con la carretera número ciento veinte (120) que de Mayagüez conduce al barrio Maricao Afuera de Maricao.

ORIGIN:

It is segregated from property number 765, recorded at page 189, volume 32 of Maricao.

TITLE:

This property is registered in favor of PEDRO ORTIZ CORDERO, single by divorce, who acquired this and other property, by purchase from United States of America, at a price of \$15,500.00, responding by \$9,860.00, pursuant to deed #28, executed in San Juan, Puerto Rico, on February 19th, 1986, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 244 of volume 66 of Maricao, property number 1,732, 4th inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- MORTGAGE: Constituted by Pedro Ortiz Cordero, in favor of Farmer States of America acting as Administration, in the original principal amount \$15,500.00, responding by \$9,860.00, with 5.25% annual interests, due on 40 years, constituted by deed #29, executed in Lares, Puerto Rico, on February 19, 1986, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 244 of volume 66 of Maricao, property number 1,732, 4th inscription. It is stated that $t\bar{h}$ is mortgage is constituted agricultural purposes and is not distributed responsibility between properties.
- MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Homes Administration, in the original principal amount of \$12,000.00, with 5% annual interests, due on 7 years, constituted by deed #87, executed in Lares, Puerto Rico, on June 4th, 1986, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 245 of volume 66 of Maricao, property number 1,732, 5th inscription.
- 3. MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Homes Administration, in the original principal amount of \$5,000.00, with 5% annual interests, due on 40 years, constituted by deed #88, executed in Lares, Puerto Rico, on June 4th, 1986, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 246 of volume 66 of Maricao, property number 1,732, 6th inscription.

ESTUDIOS DE TITULO
SEGUROS DE TITULO
BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
(787) 748, 1130 / 748-8577 • FAX (787) 748-1143
estudios@eagletitlepr.com

P.O. ELS.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una ipóliza de Seguro de Título.

PAGE #2 PROPERTY #1,732

- 4. MORTGAGE: Constituted by Pedro Ortiz Cordero, in favor of United States of America acting as Farmer Homes Administration, in the original principal amount of \$21,000.00, responding by \$5,250.00, with 4.50% annual interests, due on 7 years, constituted by deed #42, executed in Lares, Puerto Rico, on March 23rd, 1987, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at page 248 of volume 66 of Maricao, property number 1,732, 7th inscription.
- 5. MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other properties, in favor of United States of America acting as Farmer Homes Administration, in the original principal amount of \$30,000.00, responding by \$4,000.00, with 9.5% annual interests, due on 7 years, constituted by deed #9, executed in Lares, Puerto Rico, on April 25, 1989, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at page 249 of volume 66 of Maricao, property number 1,732, 8th inscription.
- 6. The mortgages of the 4th, 5th, 6th, 7th and 8th inscriptions were modified by deed #3, executed in Lares, Puerto Rico, on January 18th, 1991, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 250 of volume 66 of Maricao, property number 1,732, 9th inscription.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 5^{th} , 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

tm/mv/F

Eagle Title & Other Services, Inc.

Case 3:21-cv-01007 Document 1-17 Filed 01/08/21 Page 3 of 3

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned. $\,$
 - 2. That on November $5^{\rm th}$, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true. $\hfill \hfill$

In Guaynabo, Puerto Rico, this 7 day of July of 2028

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4448.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this Z day of frugy of 2028.

In Quint Betanim



CLIENT: PEDRO ORTIZ CORDERO

REF: 1521.360

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 2,200, recorded at page 174 of volume 71 of Las Marías, Registry of San Sebastián, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RUSTICA: Parcela de terreno marcado con el número doce (12) del caso C-mil trescientos ochenta y dos (C-1382) radicada en el Barrio Furnias del termino municipal de Las Marías, Puerto Rico, compuesta de tres cuerdas de terreno, equivalentes a una hectárea, diecisiete áreas, noventa y una centiáreas y mil ochocientos sesenta y ocho diez milésimas de otra, en lindes por el NORTE, con las parcelas números once (11) y diecisiete (17); por el SUR, con la parcela número cinco (5) y seis (6) y trece (13); por el ESTE, con la parcela trece (13) y diecisiete (17); y por el OESTE, con la parcela seis (6) y once (11).

Dentro de la parcela se encuentra enclavada una casa de bloques de tosca y cemento, techo de cartón y maderas del país, con divisiones interiores de tosca y cemento con frente de treinta y tres pies por doce pies de fondo, construida por la P.R.R.A.

ORIGIN:

It is segregated from property number 1,902, recorded at page 188, volume 59 of Las Marías.

TITLE:

This property is registered in favor of PEDRO ORTIZ CORDERO, single by divorce, who acquired it by purchase from United States of America acting as Farmer Home Administration, at a price of \$15,500.00, pursuant to deed #28, executed in San Juan, Puerto Rico, on February 19, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 179 of volume 71 of San Sebastián, property number 2,200, 4th inscription.

Presented on February 24, 1986 Recorded on March 4, 1986

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$15,500.00, with 5.25% annual interests, due on 40 years, constituted by deed #29, executed in Lares, Puerto Rico, on February 19, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 179 of volume 71 of Las Marías, property number 2,200, 4th inscription.

Presented on February 24, 1986 Recorded on March 4, 1986

NOTE: Since it is a loan for agricultural purposes, they have agreed not to distribute the responsibility among the properties.

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com **ESTUDIOS DE TITULO** SEGUROS DE

P.O.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

PROPERTY #2,200

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$12,000.00, responding by \$500.00, with 5% annual interests, due on 7 years, constituted by deed #87, executed in Lares, Puerto Rico, on June 4, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 181 of volume 71 of Lares, property number 2,200, 5th inscription.

Recorded on February 24, 1986 (as expressed)

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$5,000.00, with 5% annual interests, due on 40 years, constituted by deed #88, executed in Lares, Puerto Rico, on June 4, 1986, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 182 of volume 71 of Las Marías, property number 2,200, 6th inscription. Recorded on November 26, 1986 (as expressed)

NOTE: Since it is a loan for agricultural purposes, they have agreed not to distribute the responsibility among the properties.

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$21,000.00, responding by \$5,250.00, with 4.50% annual interests, due on 7 years, constituted by deed #42, executed in Lares, Puerto Rico, on May 23, 1987, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 82 of volume 143 of Las Marías, property number 2,200, 7th inscription.

Recorded on February 6, 1989 (as expressed)

MORTGAGE: Constituted by Pedro Ortiz Cordero, over this and other property, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, responding by \$2,000.00, with 9.5% annual interests, due on 7 years, constituted by deed #9, executed in Lares, Puerto Rico, on April 25, 1989, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 83 of volume 143 of Las Marías, property number 2,200, 8th inscription.

Recorded on May 5, 1989 (as expressed)

The mortgage of \$15,500.00 of the 4^{th} inscription was 6. modified as follows: el total amount as of January 18, 1991 ascends to \$15,915.48 which will be as follows: \$719.00 on or before January 1, 1992; \$755.00 on or before January 1, 1993 and 1994; \$981.00 on or before the years 1995 and the same amount of \$981.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2026, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 84 of volume 143 of Las Marías, property number inscription.

Presented on January 23, 1991 Recorded on January 28, 1991

ESTUDIOS DE TITULO SEGUROS DE TITULO BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com

P.O.

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

PAGE #3 PROPERTY #2,200

7. The mortgage of \$12,000.00 of the 5th inscription was modified as follows: el total amount as of January 18, 1991 ascends to \$7,727.16 which will be as follows: \$350.00 on or before January 1, 1992; \$368.00 on or before January 1, 1993 and 1994; \$1,324.00 on or before January 1st, 1995 and the same amount of \$1,324.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2001, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 84 of volume 143 of Las Marías, property number 2,200, 10th inscription.

Presented on January 23, 1991 Recorded on January 28, 1991

8. The mortgage of \$5,000.00 of the 6th inscription was modified as follows: the total amount as of January 18, 1991 ascends to \$5,112.75 which will be as follows: \$232.00 on or before January 1, 1992; \$243.00 on or before January 1, 1993 and 1994; \$316.00 on or before the years 1995 and the same amount of \$316.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2026, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 85 of volume 143 of Las Marías, property number 2,200, 11th inscription.

Presented on January 23, 1991 Recorded on January 28, 1991

9. The mortgage of \$21,000.00 of the 7th inscription was modified as follows: The total amount as of January 18, 1991 ascends to \$15,078.85 which will be as follows: \$617.00 on or before January 1, 1992; \$648.00 on or before January 1, 1993 and 1994; \$2,271.00 on or before the year 1995 and the same amount of \$2,271.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2002, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 86 of volume 143 of Las Marías, property number 2,200, 12th inscription.

Presented on January 23, 1991 Recorded on January 28, 1991

10. The mortgage of \$30,000.00 of the 8th inscription was modified as follows: The total amount as of January 18, 1991 ascends to \$30,980.24 which will be as follows: \$1,000.00 on or before January 1, 1992; \$1,000.00 on or before January 1, 1993; \$1,499.00 on or before January 1, 1994; \$4,276.00 on or before January 1, 1995 and the same amount of \$4,276.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2004, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 86 of volume 143 of Las Marías, property number 2,200, 13th inscription.

Presented on January 23, 1991 Recorded on January 28, 1991

Eagle Title & Other Services, Inc.

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O.

Este documento NO es una póliza de Seguno de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

& Other Services, Inc. (0)

1019-02165364

PAGE #4 PROPERTY #2,200

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 29th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

srd/mv/F

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned.
 - 2. That on October 29th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.
- I, the undersigned, hereby swear that the facts/herein stated are

In Guaynabo, Puerto Rico, this day of of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4449

Sworn and subscribed to before me by Elías Díaz Bermúdez of aforementioned personal circumstances, personally know.

In Guaynabo, Puerto Rico, this Z day of Muse

Sello



Sello de Asistencia Legal 80093-2020-1210-14194157



P.O.

CLIENT: PEDRO ORTIZ CORDERO

REF: 1521.360

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 1,679, recorded at page 200 of volume 53 of Las Marías, Registry of San Sebastián, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela de terreno del caso C-mil ocho cientos treinta y cinco (C-1835) radicada en el Barrio Palma Escrita de Las Marías, Puerto Rico, con una cabida superficial de: tres cuerdas de terreno, equivalentes a 1 hectárea, 17 áreas, 91 centiáreas y 1868 diezmilésimas de otra, marcada con el número Dos (2), lindante por el: NORTE, con una quebrada; al SUR, con un Eugenio Orsini y la parcela número cuatro (4); por el ESTE, con Eugenio Orsini y terrenos de la Puerto Rico Reconstruction Administration; y por el OESTE, con la parcela número uno (1). Contiene y le pertenece una casa de tosca, cemento y maderas, con divisiones interiores de tosca y cemento, con un frente de treinta y tres pies por doce pies de fondo construida por la P.R.R.A.

ORIGIN:

It is segregated from property number 699, recorded at page 226, volume 16 of Las Marías.

TITLE:

This property is registered in favor of PEDRO ORTIZ CORDERO, single, who acquired it by purchase from Máximo Morales Rodríguez and his wife Edelmira Rodríguez, at a price of \$2,500.00, pursuant to deed #12, executed in Mayagüez, Puerto Rico, on January 23, 1987, before Notary Public José A. Olivieri Rodríguez, recorded at overleaf of page 205 of volume 53 of Las Marías, property number 1,679, 4th inscription.

Presented on February 18, 1987 Recorded on June 11, 1987

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: Constituted by Pedro Ortiz Cordero, in favor of United States of America acting as Farmer Home Administration, over this and other properties, in the original principal amount of \$30,000.00, responding by \$2,000.00, with 9.5% annual interests, due in 7 years, constituted by deed #9, executed in Lares, Puerto Rico, on April 25, 1989, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 206 of volume 53 of Las Marías, property number 1,679, 5th inscription.

Recorded on May 15, 1989 (as expressed)

2. The mortgage of \$30,000.00 of the 5th inscription was modified as follows: the total amount as of January 18, 1991 ascends to \$30,980.24, payable as follows: \$1,000.00 on or before January 1, 1992; \$1,000.00 on or before January 1, 1993; \$1,499.00 on or before January 1, 1995 and the same amount of \$4,276.00 on or before January 1, 1995 and the same amount of \$4,276.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2004, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 206 of volume 53 of Las Marías, property number 1,679, 6th inscription.

Presented on January 23, 1991 Recorded on January 31, 1991

PAGE #2 PROPERTY #1,679

ESTUDIOS DE TITULO SEGUROS DE TITULO

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748,1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ELS.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 29th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data F 16 1900

EAGLE TITLE AND OTHER SERVICES, INC.

Authorizéd signature

srd/mv/F

- I, Elías Díaz Bermúdez, of legal age single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned.
 - 2. That on October 29th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above property in The Property Registry of Puerto Rico.
- I, the undersigned, hereby swear that the facts herein stated are true.

day of Milery

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4450

Sworn and subscribed to before me by Elías Díaz Bermúdez of aforementioned personal circumstances, personally know.

Buaynabo, Puerto Rico, this 7

V 0 W

U19-02165363



Sello

Sello de Asistencia Legal 80093-2020-1210-14194148





Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título. s & Other Services, Inc.

ESTUDIOS DE TITULO SEGUROS DE TITULO PO. BOX 1467, TRUJILLO ALTO, PR. 00977-1467 FELS. (787) 748,1130 7748-8577 + FAX (787) 748-1143 estudios@eagletitlepr.com

CLIENT: PEDRO ORTIZ CORDERO

REF: 1521.360 BY: TAIMARY ESCALONA

PROPERTY NUMBER: 2,136, recorded at page 38 of volume 69 of Las

Marías, Registry of San Sebastián, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela de terreno numero uno (1) del caso numero C-mil ochocientos treinta y cinco (C-1835) radicada en el Barrio Palma Escrita del término municipal de Las Marías, Puerto Rico, compuesta de: tres cuerdas de terreno, equivalentes a una hectárea, diecisiete áreas, noventa y una centiáreas y mil ochocientos sesenta y ocho diezmilésimas de centiáreas, colinda por el NORTE, con una quebrada; por el SUR, con las parcelas numero dos y tres; al ESTE, con la parcela numero dos (2); y al OESTE, con una quebrada. Dentro de la parcela descrita se encuentra enclavada una casa de tosca, cemento y madera, con divisiones interiores de tosca y cemento con un frente de 33 pies y 12 pies de fondo construida por P.R.R.A.

ORIGIN:

It is segregated from property number 1,679, recorded at page 200, volume 53 of Las Marías.

TITLE:

This property is registered in favor of PEDRO ORTIZ CORDERO, single, who acquired it by purchase from Blanca Iris Cruz Jimenez, single, at a price of \$2,000.00, pursuant to deed #163, executed in Mayagüez, Puerto Rico, on December 9, 1986, before Notary Public José A. Olivieri Rodríguez, recorded at overleaf of page 40 of volume 69 of Las Marías, property number 2,136, 3rd inscription.

Presented on December 23, 1986 Recorded on May 5, 1987

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: Constituted by Pedro Ortiz Cordero, in favor of United States of America acting as Farmer Home Administration, over this and other properties, in the original principal amount of \$30,000.00, responding by \$2,000.00, with 9.5% annual interests, due in 7 years, constituted by deed #9, executed in Lares, Puerto Rico, on April 25, 1989, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at page 41 of volume 69 of Las Marías, property number 2,136, 4th inscription.

Recorded on May 15, 1989 (as expressed)

The mortgage of \$30,000.00 of the 4th inscription was modified as follows: the total amount as of January 18, 1991 ascends to \$30,980.24, payable as follows: \$1,000.00 on or before January 1, 1992; \$1,000.00 on or before January 1, 1993; \$1,499.00 on or before January 1, 1994; \$4,276.00 on or before January 1, 1995 and the same amount of \$4,276.00 on or before January 1st of each subsequent year except the final payment which will be on or before January 1, 2004, constituted by deed #3, executed in Lares, Puerto Rico, on January 18, 1991, before Notary Public Ramón Rafael Lugo Beauchamp, recorded at overleaf of page 41 of volume 69 of Las Marías, property number 2,136, 5th inscription.

Presented on January 23, 1991 Recorded on January 31, 1991

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



ESTUDIOS DE TITULO SEGUROS DE TITULO

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PO.

como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título. ≛ste documento NO es una póliza de Seguro de Título, por lo cual no debe utilizars∈

PAGE #2 PROPERTY #2,136

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to October 29th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

> EAGLE TITLE AND OTHER SERVICES, INC. Authorized signature

srd/mv/F

- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
 - 1. That my name and personal circumstances are the above mentioned.
 - 2. That on October 29th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared attached title study which makes part of affidavit.
 - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.
- I, the undersigned, hereby swear that the facts herein stated are

In Guaynabo, Puerto Rico, this 7 of 202%.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4451.

Sworn and subscribed to before me by Elías Díaz Bermúdez of aforementioned personal circumstances, whom personally know.

In Guaynabo, Puerto Rico, this Z day of

N

e & Other Services, Inc



Sello de Asistencia Legal 80093-2020-1210-14194136



1019-02165362

DEPARTAMENTO DE SALUD (DEPARTMENT OF HEALTH)

REGISTRO DEMOGRAFICO
(DEMOGRAPHIC REGISTRY)
CERTIFICACION DE DEFUNCION
(CERTIFICATION OF DEATH)





NÚMERO DE CERTIFICADO (CERTIFICATE NUMBER) 152-2000-00383-008971-200030

NOMBRE DEL FALLECIDO (DECEASED NAME) PEDRO ORTIZ CORDERO

SEGURO SOCIAL (SOCIAL SECURITY) 2 580-84-5484

SEXO (SEX)

ESTADO CIVIL (MARITAL STATUS)
DIVORCIADO (DIVORCED)

NOMBRE CONYUGE (SPOUSE'S NAME)
GUILLERMINA CASIANO

FECHA DEFUNCION (DEATH DATE)
08 MAY 2000

FECHA REGISTRO (REGISTRATION DATE 10 MAY 2000

LUGAR DEFUNCION (DEATH PLACE)
MAYAGUEZ, PUERTO RICO

TUE EMBALSAMADO? (WAS EMBALMED?)
SI FUE EMBALSAMADO (EMBALMED)

FECHA NACIMIENTO (BIRTH DATE) 604 DIC 1923

EDAD (AGE) 76 AÑOS

LUGAR NACIMIENTO (BIRTH PLACE)
MAYAGUEZ, PUERTO RICO

NOMBRE DEL PADRE (FATHER'S NAME)
LUIS ORTIZ

NOMBRE DE LA MADRE (MOTHER'S NAM JULIA CORDERO

FECHA EXPEDICION (DATE ISSUED) 26 MAY 2000

ESTE ES UN ABSTRACTO DEL CERTIFICADO DE DEFUNCION OFICIALMENTE INSCRITO EN EL REGISTRO DEMOGRAFICO DE PUERTO RICO BAJO LA AUTORIDAD CONFERIDA POR LA LEY 24 DEL 22 DE ABRIL DE 1931

THIS IS AN ABSTRACT OF THE RECORD FILED IN THE DEMOGRAPHIC REGISTRY OF PUERTO RICO ISSUED UNDER THE AUTHORITY OF LAW 24, APRIL 22, 1931



SALUE GOBERNO DE PUERIO RI

 SECRETARIO DE SALUD (SECRETARY OF HEALTH)

DIRECTOR REGISTRO DEMOGRAFICO (STATE REGISTRAR)

Dando Salud... a tu Vida.

ADVERTENCIA: Cualquier alteración o borradura cancela esta certificación.

DEPARTMENT OF THE PART OF THE

Exhibit 22

UNITED STATES BANKRUPTCY COURT

District of Puerto Rico

In re:	
WILLIAM ORTIZ FORNES	Case No. 10-02266 EAG
xxx-xx-1049	Chapter 13
Debtor(s)	
	FILED & ENTERED ON 12/16/14

ORDER DISCHARGING TRUSTEE AND CLOSING THE CASE

The Chapter 13 Trustee has filed a Final Report and Account and has certified that the estate has been fully administered. The Report has been properly notified granting parties in interest an opportunity to object, and no objections have been filed. Pursuant to Rule 5009 of the Federal Rules of Bankruptcy Procedure, it is presumed the estate has been fully administered.

WHEREFORE, as provided in 11 U.S.C., Section 350(a), the trustee is discharged, his bond for this case cancelled, and the case is closed. The Clerk will notify this order.

San Juan, Puerto Rico, this Tuesday, December 16, 2014.

Edward A. Godoy United States Bankruptcy Julipe

cc: JOSE RAMON CARRION MORALES, UST

SAITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Ortiz Cordero, Pedro

Case No:

63-018-5484

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according
to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of

July 21, 2020

Loan Number	41-05
Note Amount	\$ 16,000.00
Original Note Date	5/20/1975
Date of Last Payment	1/10/2000
Principal Balance	\$ 2,596.39
Unpaid Interest	\$ 2,338.13
Misc. Charges	\$ -
Total Balance	\$ 4,934.52
Daily Interest Accrual	\$ 0.3556
Amount Delinquent	\$ 4,934.52
Years Delinquent	Fully matured

Loan Number	41-07
Note Amount	\$ 5,000.00
Original Note Date	6/4/1986
Date of Last Payment	1/10/2000
Principal Balance	\$ 4,640.89
Unpaid Interest	\$ 5,091.39
Misc. Charges	\$ -
Total Balance	\$ 9,732.28
Daily Interest Accrual	\$ 0.6357
Amount Delinquent	\$ 6,320.00
Years Delinquent	19

Loan Number	41-08
Note Amount	\$ 15,500.00
Original Note Date	2/19/1986
Date of Last Payment	1/10/2000
Principal Balance	\$ 14,405.63
Unpaid Interest	\$ 15,851.90
Misc. Charges	\$ 2
Total Balance	\$ 30,257.53
Daily Interest Accrual	\$ 1.9734
Amount Delinquent	\$ 19,620.00
Years Delinquent	19

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
 of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Carles G. Merales

Digitally signed by CARLOS MORALES (Affillate)
DN: c=US, o=US. Government, ou=Department of Agriculture,
0,9:342:19:0030:00:01.1=12001093816118, cn=CARLOS MORALES
(Affillate)
Date: 2020.07.21:12:2433-0400'
Adobe Acrobat version: 2020.009.20074

Carlos J. Morales Lugo LRTF Contractor July 21, 2020

Case 3:21-cv-01007 Document 1-23 Filed 01/08/21 Page 2 of 2

UNITED STATES DEPARTMENT OF AGRICULTUNG FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Ortiz Cordero, Pedro

Case No:

63-018-5484

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

The borrower's indebtedness is as shown in the following Statement of Account, according
to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of

July 21, 2020

Loan Number		44-09
Note Amount	\$	21,000.00
Original Note Date		3/23/1987
Date of Last Payment		1/10/2000
Principal Balance	\$	4,403.32
Unpaid Interest	\$	4,313.66
Misc. Charges	\$	-
Total Balance	\$	8,716.98
Daily Interest Accrual	\$	0.5429
Amount Delinquent	\$	8,716.98
Years Delinquent	F	ully matured

Loan Number	41-10
Note Amount	\$ 40,000.00
Original Note Date	4/15/1981
Date of Last Payment	1/10/2000
Principal Balance	\$ 50,400.25
Unpaid Interest	\$ 56,186.96
Misc. Charges	\$ *
Total Balance	\$ 106,587.21
Daily Interest Accrual	\$ 6,9042
Amount Delinquent	\$ 106,587.21
Years Delinquent	Fully matured

Loan Number	44-11
Note Amount	\$ 30,000.00
Original Note Date	4/25/1989
Date of Last Payment	1/10/2000
Principal Balance	\$ 14,931.61
Unpaid Interest	\$ 16,536.73
Misc. Charges	\$ -
Total Balance	\$ 31,468.34
Daily Interest Accrual	\$ 2.0454
Amount Delinquent	\$ 31,468.34
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
 of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Carles J. Morales

Digitally signed by CARLOS MORALES (Affiliate)
DN: e-US, o-US, Government, our-Department of Agriculture,
09;234,1920:00.100.1101:200:003816118, cn-CARLOS MORALES (Affiliate)
Date: 2026:07:21 12:29:04 04007
Adobb Actobas version: 2020:009:20074

Carlos J. Morales Lugo LRTF Contractor July 21, 2020

for the

District of Puerto Rico

District of F	ruerto Rico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. FRANCIS ORTIZ FORNES, et als.	Civil Action No. FORECLOSURE OF MORTGAGE
SUMMONS IN A	CIVIL ACTION
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) DENNIS J. ORTIZ FORNES Naranjales Ward, Street Road 106, KM. 18.7 Las Marias, PR 00610	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ	O FAS
P.O. BOX 3908 GUAYNABO PR 00970	
GENTIVIBOTE 007/0	
If you fail to respond, judgment by default will be er You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District	of Puerto Rico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. FRANCIS ORTIZ FORNES, et als. Defendant(s))))) Civil Action No. FORECLOSURE OF MORTGAGE))
SUMMONS II	N A CIVIL ACTION
To: (Defendant's name and address) FRANCIS ORTIZ FORNE Naranjales Ward, Street Road 106, KM. 18 Las Marias, PR 00610	
A lawsuit has been filed against you.	
are the United States or a United States agency, or an offine P. 12 (a)(2) or (3) — you must serve on the plaintiff an at the Federal Rules of Civil Procedure. The answer or mot whose name and address are:	you (not counting the day you received it) — or 60 days if you icer or employee of the United States described in Fed. R. Civ. nswer to the attached complaint or a motion under Rule 12 of tion must be served on the plaintiff or plaintiff's attorney,
JUAN CARLOS FORTO P.O. BOX 3908 GUAYNABO PR 00970	
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	e entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (name ceived by me on (date)				
was re-		the summons on the individual	at (place)		
			on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	nalf of (name of organization)		
			on (date)	; or	
	☐ I returned the summ	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of Puerto Rico

District of	ructio Rico
United States of America, acting through the United States Department of Agriculture))))
Plaintiff(s))
v.	Civil Action No.
FRANCIS ORTIZ FORNES, et als.	FORECLOSURE OF MORTGAGE)
Defendant(s)))
SUMMONS IN A	A CIVIL ACTION
To: (Defendant's name and address) GUILLERMINA ORTIZ CAS Naranjales Ward, Street Road 106, KM. 18.7 Las Marias, PR 00610	SIANO
A lawsuit has been filed against you.	
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	NO FAS
If you fail to respond, judgment by default will be e You also must file your answer or motion with the court.	entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)				
,, as 10	•	the summons on the individual	at (place)		
	1 3		on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	alf of (name of organization)		
			on (date)	; or	
	☐ I returned the sumn	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of Puerto Rico

District of Po	uerto Rico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. FRANCIS ORTIZ FORNES, et als. Defendant(s) Defendant(s)	Civil Action No. FORECLOSURE OF MORTGAGE
SUMMONS IN A	CIVIL ACTION
SUMMONS IN A	CIVIL ACTION
To: (Defendant's name and address) JOSE A. ORTIZ CASIANO Naranjales Ward, Street Road 106, KM. 18.7 Las Marias, PR 00610	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion rowhose name and address are:	er to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO	O FAS
P.O. BOX 3908 GUAYNABO PR 00970	
GUAINADU FR 009/0	
If you fail to respond, judgment by default will be ent You also must file your answer or motion with the court.	tered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for <i>(nate)</i>	me of individual and title, if any)		
	☐ I personally served	the summons on the indivi	dual at (place)	
			on (date)	; or
	☐ I left the summons		<u> </u>	
	on (date)	, and mailed a cop	by to the individual's last known address; or	
				, who is
	designated by law to	accept service of process or		
			on (date)	; or
	☐ I returned the sum	mons unexecuted because		; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0
	I declare under penalt	y of perjury that this inform	nation is true.	
Date:		on (date); or; or; or; or; on sat the individual's residence or usual place of abode with (name), a person of suitable age and discretion who resides there,, and mailed a copy to the individual's last known address; or, who is to accept service of process on behalf of (name of organization); or; or; or; or; or; or; or; or; or; or		
			Server's signature	
			Printed name and title	
			Server's address	

for the

District o	of Puerto Rico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. FRANCIS ORTIZ FORNES, et als. Defendant(s))))) Civil Action No. FORECLOSURE OF MORTGAGE))
SUMMONS IN	A CIVIL ACTION
To: (Defendant's name and address) LUIS G. ORTIZ CASIANO Naranjales Ward, Street Road 106, KM. 18. Las Marias, PR 00610	
A lawsuit has been filed against you.	
are the United States or a United States agency, or an office P. 12 (a)(2) or (3) — you must serve on the plaintiff an another Federal Rules of Civil Procedure. The answer or motivation whose name and address are:	
JUAN CARLOS FORTU P.O. BOX 3908 GUAYNABO PR 00970	
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	e entered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)				
,, as 10	•	the summons on the individual	at (place)		
	1 3		on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	alf of (name of organization)		
			on (date)	; or	
	☐ I returned the sumn	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of Puerto Rico

District of Pue	erto Rico
United States of America, acting through the United States Department of Agriculture Plaintiff(s) v. FRANCIS ORTIZ FORNES, et als. Defendant(s) Defendant(s)	Civil Action No. FORECLOSURE OF MORTGAGE
SUMMONS IN A CI	IVIL ACTION
To: (Defendant's name and address) PEDRO J. ORTIZ AVILES Naranjales Ward, Street Road 106, KM. 18.7 Las Marias, PR 00610	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (n are the United States or a United States agency, or an officer or P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion must whose name and address are: JUAN CARLOS FORTUÑO	to the attached complaint or a motion under Rule 12 of ust be served on the plaintiff or plaintiff's attorney,
P.O. BOX 3908 GUAYNABO PR 00970	
GUATNADOTI (00)/0	
If you fail to respond, judgment by default will be enter You also must file your answer or motion with the court.	red against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk
	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)				
,, as 10	•	the summons on the individual	at (place)		
	1 3		on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	alf of (name of organization)		
			on (date)	; or	
	☐ I returned the sumn	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

for the

District of Puerto Rico

District of 1	ructio Rico
United States of America, acting through the United States Department of Agriculture)))
Plaintiff(s)	
v.	Civil Action No.
FRANCIS ORTIZ FORNES, et als.	FORECLOSURE OF MORTGAGE
)))
Defendant(s)	
SUMMONS IN A	A CIVIL ACTION
To: (Defendant's name and address) WILLIAM ORTIZ FORNES Naranjales Ward, Street Road 106, KM. 18.7 Las Marias, PR 00610	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you are the United States or a United States agency, or an officer P. 12 (a)(2) or (3) — you must serve on the plaintiff an answ the Federal Rules of Civil Procedure. The answer or motion whose name and address are:	ver to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑ P.O. BOX 3908 GUAYNABO PR 00970	IO FAS
If you fail to respond, judgment by default will be e You also must file your answer or motion with the court.	ntered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)		y)	
was ie	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the ind	ividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
		,	a person of suitable age and discretion who resi	des there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process		
			on (date)	; or
	☐ I returned the sun	nmons unexecuted because	e	; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0 .
	I declare under pena	lty of perjury that this info	ormation is true.	
Date:		ed the summons on the individual at (place) on (date) ; or ns at the individual's residence or usual place of abode with (name) , a person of suitable age and discretion who resides there, , and mailed a copy to the individual's last known address; or mons on (name of individual) on (date) on (date) ; or mmons unexecuted because ; or		
			Server's signature	
		_	Printed name and title	
		_	Server's address	

UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorne	y Name (Last, Firs	t, MI): Fortuño, Juan Carlos		
USDC-PR Bar Number:		211913		
Email A	Address:	jcfortuno@fortuno-law.com		
1.	. Title (caption) of the Case (provide only the names of the <u>first</u> party on <u>each</u> side):			
	Plaintiff:	UNITED STATES OF AMERICA, acting through the USDA		
	Defendant:	FRANCIS ORTIZ FORNES; ET ALS.		
2.	Indicate the categor	bry to which this case belongs:		
	○ Ordinary Civit	1 Case		
	Social Securit	у		
	☐ Banking			
	Injunction			
3.	Indicate the title at	nd number of related cases (if any).		
	N/A			
4.	Has a prior action	between the same parties and based on the same claim ever been filed before this Court?		
	Yes			
	⊠ No			
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?		
	Yes			
	⊠ No			
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)		
	Yes			
	⊠ No			
Date Su	bmitted: January	7, 2021		

rev. Dec. 2009

Print Form

Reset Form

Case 3:21-cv-01007 Document 1-32 Filed 01/08/21 Page 1 of 1 CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PLACE OF THIS FORM.)

purpose of initiating the civil do	ocket sneet. (SEE INSTRUC	TIONS ON NEXT PAGE O	F THIS FO				
I. (a) PLAINTIFFS				DEFENDANTS			
UNITED STATES OF AM	MERICA			FRANCIS ORTIZ FORNES, et als.			
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)				NOTE: IN LAND CO	of First Listed Defendant (IN U.S. PLAINTIFF CASES) NDEMNATION CASES, USE OF LAND INVOLVED.		
(c) Attorneys (Firm Name, Address, and Telephone Number) Juan C. Fortuño Fas Po Box 3908, Guaynabo, PR 00970 Tel. 787-751-5290				Attorneys (If Known)			
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)			RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff	
≱ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government)	Not a Party)		(For Diversity Cases Only) P1 en of This State			
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizenshi)	ip of Parties in Item III)	Citize	en of Another State		Principal Place	
IV. NATURE OF SUIT				en or Subject of a reign Country			
CONTRACT		PRTS	FC	ORFEITURE/PENALTY	BANKRUPTCY BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES	
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation 220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY □ 310 Airplane □ 315 Airplane Product Liability □ 320 Assault, Libel &	PERSONAL INJUR 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPER 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITION Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Oth 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of	Y	LABOR Other LABOR Fair Labor Standards Act Labor/Management Relations Railway Labor Act Family and Medical Leave Act Other Labor Litigation Employee Retirement Income Security Act IMMIGRATION Naturalization Application Other Immigration Actions	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 835 Patent - Abbreviated New Drug Application □ 840 Trademark SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 375 False Claims Act □ 376 Qui Tam (31 USC 3729(a)) □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 480 Consumer Credit □ 485 Telephone Consumer Protection Act □ 490 Cable/Sat TV □ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration □ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes	
	moved from 3	Confinement Remanded from Appellate Court	J 4 Rein Reop	pened Anothe	r District Litigation	on - Litigation -	
VI. CAUSE OF ACTIO	Cite the U.S. Civil Sta Consolidated Far Brief description of ca		re filing (I Act, 7 U	(specify) Do not cite jurisdictional stat SC 1921, et seq. & 2		Direct File	
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	•	EMAND \$ 191,696.86	CHECK YES onl JURY DEMANI	y if demanded in complaint: D: ☐ Yes ※No	
VIII. RELATED CASE IF ANY	(See instructions):	JUDGE			DOCKET NUMBER _		
DATE 01/08/2021 FOR OFFICE USE ONLY		signature of at s/Juan Carlos I					
	MOUNT	APPLYING IFP		JUDGE	MAG. JU	JDGE	